

TRAVEL INSURANCE

POLICY WORDING



Thank you for purchasing your insurance from *JustTravelcover*.

Our policies are designed to provide peace of mind for all travellers regardless of age or medical history. We aim to help all travellers enjoy their experience to the fullest by providing high quality, reasonably priced travel insurance which can be tailored to meet your specific requirements.

We would advise you keep your policy documents in a safe place in case you need assistance or need to make a claim.

If you have any questions or queries, please do not hesitate to contact us on any of the numbers below:

Useful Telephone Numbers

Customer Service:	0333 003 0021
Sales:	0800 294 2969
Medical Declarations:	0333 003 0021
Email:	admin@justtravelcover.com

While you are away:

24 hour emergency advice line on: **+44 (0) 203 829 6745**

When you return:

Claims: **02392 419 879**



Single Trip & Annual Multi-trip Travel Insurance Policy 2021/22

Schedule of Benefits

The following is only a summary of the main cover limits per **insured-person**. Your chosen cover option will be specified in your Policy Schedule. You should read the Policy Wording for the full terms and conditions.

Section & Policy Cover	SILVER Limit per person (up to)	SILVER Excess per person*	GOLD Limit per person (up to)	GOLD Excess per person*
PRE-TRAVEL POLICY - Policy A (cover starts when you pay your premium or for Annual Multi-trip policies from your chosen start date)				
A1. Cancellation	£2,500	£95	£5,000	£50
PRE-TRAVEL & TRAVEL POLICY (cover starts when you pay your premium or for Annual Multi-trip policies from your chosen start date)				
End Supplier Failure Insurance †	£1,500 (optional cover)	Nil	£1,500	Nil
TRAVEL POLICY - Policy B (cover starts when you leave home to begin your trip)				
B1. A. Emergency Medical & Associated Expenses (outside your home country or on a UK cruise) Emergency dental Kennel & cattery costs B. Aftercare at home following hospitalisation: - Home help - Cosmetic surgery - Dental treatment - Physiotherapy - UK Convalescence (after hospitalisation abroad 5 or more days) C. UK Trip non-medical cover (this does not apply to a UK cruise, see section A.)	£5,000,000 £250 £500 £500 £3,000 £300 £750 £750 £10,000	£95	£10,000,000 £400 £500 £500 £3,000 £300 £750 £750 £10,000	£50
B2. State Hospital Benefit (abroad)	£1,000 (£30 per 24 hours)	Nil	£1,500 (£50 per 24 hours)	Nil
B3. Curtailment (cutting short your trip) / Loss of Holiday	£2,500	£95	£5,000	£50
B4. Personal Possessions Single article, pair or set limit Valuables limit - Possessions delayed in transit (over 12 hours) - Loss or damage to medical aids - Loss or damage to prescribed medications	£1,500 £300 £500 £250 £1,000 £250	£95 Nil £50 £20	£2,500 £500 £750 £250 £2,000 £500	£50 Nil £50 £20
B5. Personal Money, Passport & Travel Documents Cash limit - Loss of Passport	£500 £200 £200	£95 Nil	£1,000 £500 £400	£50 Nil
B6. Personal Accident **	£7,500	Nil	£15,000	Nil
B7. Personal Liability	£2,000,000	£95 (Property damage only)	£2,000,000	£50 (Property damage only)
B8. Extended Journey Disruption	No cover	-	£3,000	Nil
B9. Delayed Departure (after 12 hours delay) or Trip Cancellation (after 12 hours delay)	£200 (£50 for each 12 hours delay) £2,500	Nil £95	£240 (£60 for each 12 hours delay) £5,000	Nil £50
B10. Missed Departure/Missed Connection	£1,000	Nil	£1,000	Nil
B11. Travel Risks - Hijack/Kidnap - Mugging - Natural Disaster	£2,500 (£100 per 24 hours) £250 £750	Nil Nil Nil	£2,500 (£100 per 24 hours) £250 £750	Nil Nil Nil
B12. Legal Advice & Expenses	£30,000 (£60,000 policy max)	Nil	£50,000 (£100,000 policy max)	Nil
B13. Gadget Cover	£1,000	£50	£1,500	£50
B14. Winter Sports † - Own Ski Equipment Single article, pair or set limit Hired Ski Equipment loss/damage - Delayed Ski Equipment (after 12 hours) - Loss of Ski Pack - Avalanche/Weather Delay - Piste Closure	(optional cover) £500 £300 £150 £200 £300 £200 £300 (£30 per 24 hours)	£95 Nil Nil Nil Nil	(optional cover) £750 £500 £250 £300 £500 £500 £500 (£50 per 24 hours)	£50 Nil Nil Nil Nil
B15. Travel Dispute †	£25,000 (optional cover)	£35	£25,000	£35

† Optional Cover:

Section B14 - Winter Sports Silver or Gold policy cover is optional.

End Supplier Failure Insurance or Section B15 - Travel Dispute, Gold policy cover is automatically included, Silver policy cover is optional.

Note: If you have chosen an optional cover, this will only be in force if shown on your Policy Schedule and the appropriate additional premium has been paid.

* Excesses: all excesses shown for this policy are payable by each insured-person, per section and for each incident giving rise to a separate claim.

If you have paid the additional premium for 'Excess Waiver', the excess would be reduced to Nil in the event of a claim (the excess for Sections B13 - Gadget Cover and B15 - Travel Dispute, would still apply).

Note: any excess imposed by us following your call to the Medical Declaration Service or due to the 'Sports & Activities' cover you have purchased (Activity Pack B, C, or D), would still apply.

** Section B6 - Personal Accident: cover for death is reduced if you are aged 17 years and under. All covers are reduced if you are aged 70 years and over.

This cover is for residents of the United Kingdom, the Channel Islands or for British Forces Posted Overseas (BFPO) only

Master Policies: RTCFS40062-04A&B - Sections A1, B1 to B12 & B14

PLEASE NOTE: This is a travel insurance policy and not private medical insurance. This means there is no cover for any medical expenses incurred in private medical facilities if we have confirmed that medically capable public facilities are available.

There is no cover under this policy if **you** purchased this insurance with the reasonable intention or likelihood of claiming.

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Important Contact Details

24hr Emergency Assistance +44 (0) 203 829 6745

Claims

Sections A1, B1 to B12 & B14 02392 419 879

Monday to Friday 9am-5pm, closed Bank Holidays

Section B13 - Gadget Cover 0330 102 8698

Online claims portal <https://bastion.davies-group.com>

Section B15 - Travel Dispute +44 (0) 1384 377 000

Monday to Friday 9am-5pm, closed Bank Holidays

End Supplier Failure Insurance +44 (0) 345 266 1872

Monday to Friday 9am-5pm, closed Bank Holidays

Customer Services 0333 003 0021

Monday to Friday 9am-5pm, closed Bank Holidays

Medical Declarations 0333 003 0021

Monday to Friday 9am-5pm, closed Bank Holidays

Legal Advice & Expenses 0345 241 1875

Monday to Friday 8.30am-7.00pm, closed Bank Holidays

Calls may be recorded and monitored

In Case of a Serious Emergency

PLEASE NOTE: This is a travel insurance policy and not private medical insurance. This means there is no cover for any medical expenses incurred in private medical facilities if we have confirmed that medically capable public facilities are available.

IF YOU NEED MEDICAL ASSISTANCE WHEN YOU ARE AWAY YOU SHOULD CALL 112 OR THE LOCAL EQUIVALENT OF 999

Customers should receive emergency medical treatment or management regardless of their ability to pay or any other consideration. A failure or refusal by a treating hospital or treating **doctor** to provide emergency treatment, management or care is a clear breach of an established duty of care.

YOU SHOULD THEN CALL US ON +44 (0) 203 829 6745

Whilst the actual medical care **you** receive is in the hands of the local **doctors** treating **you**, **we** can obtain the medical information **we** need from them to establish what is wrong, as well as their treatment and discharge plans. **We** can support **you** in the event **you** are admitted to a facility that may not be suitable for **your** clinical needs or where there are concerns over practice.

We will then advise on, and can put in place, suitable **repatriation** plans to get **you home** as soon as it is medically safe to do so. **We** will liaise with the treating **doctor** to get a 'fit to fly' certificate when needed, and with aero-medical experts who will advise on both the timing and method of **repatriation** that is best suited to **your** individual needs and **your** recovery.

IT IS IMPORTANT THAT YOU ARE AWARE OF THE FOLLOWING:

Medical Treatment

- There is no cover for:
 - routine, non-emergency or elective treatment;
 - or treatment that can wait until **you** return **home**.
- **Our doctors** are not treating **you**; they are not responsible or in control of the clinical care **you** are receiving in a medical facility.
- In some instances, **you** may need to be moved from one local facility to another larger/more specialised facility, for treatment.
- Some medical facilities will raise charges that are far in excess of customary and reasonable, **we** will deal with such bills directly and there is no need for **you** to pay them. **You** simply need to pass any correspondence about such bills to **us** to ensure **we** can provide full financial protection.
- Having travel insurance does not ensure a 'fast track' medical service from the treating facility, much like the NHS - emergency service rooms can be busy at certain times and so it is possible **you** may have to wait as **you** would in **your** local NHS hospital unless **you** require critical care.
- Once **you** are discharged from hospital this does not always mean **you** are 'fit to fly' **home** - for example, if **you** were in the **UK** and suffered the same injury/illness, then **you** would not consider flying out on holiday so soon after surgery/treatment/incident.

Repatriation (bringing you home)

- Coming **home** straight away is not always an option even if **you** are considered 'fit to fly' by the treating **doctor**.
- **We** have a medical team with experience in aviation medicine who will advise on both the timing and method of **repatriation** which is best suited to **your** individual needs and **your** recovery.
- Most airlines require specific criteria to be met in order to accept a 'medical passenger'.
- Things change – if **your** health, stability or vitals change – then so do the plans.
- Availability of air ambulances, stretchers and appropriate medical escorts can be limited in specific areas and at different times of the year.
- Air Ambulances are 'flying intensive care units' and are only used to transport critical patients to a hospital in the **UK**, if treatment is not possible where they are.

OUT-PATIENT TREATMENT OF MINOR INJURY OR ILLNESS

For a Non-Urgent Medical Situation

That is something **you** would normally see **your doctor** or minor injuries unit for, so **you** don't need to attend hospital but **you** do need some medication to treat a non-emergency situation. Like what? Poorly child with tonsillitis? Infected cut on **your** foot? **We** have teamed up with 'Medical Solutions UK Ltd', who offer **UK** registered **doctors** who give medical support and assessment over the phone and prescribe in many countries across the globe. This means **you** can quickly access support with minor ailments without disrupting **your trip** too much. **You** can access this facility free of charge by calling: +44 161 468 3793.

Please read this policy and carry it with you during your trip

YOU CAN ALSO CALL 112 OR THE LOCAL EQUIVALENT OF 999

Customers should receive emergency medical treatment or management regardless of their ability to pay or any other consideration, a failure or refusal by a treating hospital or treating **doctor** to provide emergency treatment, management or care is a clear breach of an established duty of care.

Optimal Care

In **our** experience the access to the best **doctors**, diagnostics and optimal care in many areas of the world (particularly in Europe but also across many destinations worldwide) are limited to state facilities. They don't always look as nice, but **we** have experience of good clinical outcomes within a regulated environment without the risk of a patients' health being compromised over commercial interest, immoral and dangerous practices such as extortion, detention and withdrawal of treatment **you** are unlikely to find occurring in state facilities. If **you** would like to know more about **our** approach to best medical care overseas and **repatriation** planning, please visit **our** website www.ourphilosophies.co.uk

In the event that you do receive out-patient treatment when you are travelling:

In European Union Countries – if **you** present yourself at a public facility **you** should show **your** EHIC/GHIC.

In Australia – **you** should enrol for Medicare, and have it accepted.

*Using these agreements in public facilities will mean that medical treatment will be free, or at a reduced cost, and **your** standard policy excess will be waived from any claim **you** may make. If **you** are unable to use the EHIC/GHIC, **you** will have to pay the medical facility and submit a claim when **you** get **home**, the policy excess will then be applied.*

In Turkey, Cyprus, Egypt and Bulgaria – **we** utilise the services of Global Excel who can arrange for the bill to be paid directly. **You** simply fill in a Global Excel form in the medical facility to confirm the nature of the treatment received and pay your policy excess to the facility. They will then send the remaining bill directly to Global Excel for payment. More information can be found here www.globalexcel.com

Everywhere else in the World – if there is not suitable public facility that will treat **you** free of charge, **you** can pay the medical facility and retain all receipts so that **you** can make a claim when **you** get **home**.

PLEASE NOTE: If the costs are likely to exceed **£500** or **you** are admitted to hospital, **you** should call **us** on **+44 (0) 203 829 6745**.

Important Information

Underwritten by:

[Sections A1, B1 to B12 & B14](#)

Cover is provided under the master policy numbers shown at the top of page 2 and insured by White Horse Insurance Ireland dac. White Horse Insurance Ireland dac is registered in Ireland No. 306045. White Horse Insurance Ireland dac's Registered Office is First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland. White Horse Insurance Ireland dac is authorised and regulated by the Central Bank of Ireland. Deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website, our FNR is 203320.

[For Section B13](#)

Administered by Bastion Insurance Services Ltd and underwritten by Inter Partner Assistance S.A. UK Branch, with a registered office at 106-118 Station Road, Redhill, RH1 1PR is a Branch of Inter Partner Assistance S.A. (Financial Conduct Authority registration number 202664), which is a Belgian firm authorised by the National Bank of Belgium under number 0487. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Inter Partner Assistance S.A. is part of the AXA Group. Bastion Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by contacting them on 0800 111 6768.

[For Section B15](#)

Administered by Legal Insurance Management Limited and underwritten by Royal & Sun Alliance Insurance plc. Both are registered in the UK and authorised and regulated by the Financial Conduct Authority.

[For End Supplier Failure Insurance](#)

Cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom and is underwritten by Liberty Mutual Insurance Europe SE (The Insurer). The Insurer is authorised and regulated by the Luxembourg Minister of Finance and the Commissariat aux Assurances. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (registered number 829959). Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Arranged by:

Free Spirit Flex is arranged on behalf of JustTravelcover.com by travel insurance specialist P J Hayman & Company Limited who are authorised and regulated by the Financial Conduct Authority. Register Number: 497103. Registered Office: Stansted House, Rowlands Castle, Hampshire PO9 6DX. Registered in England No. 2534965. JustTravelcover.com is authorised and regulated by the Financial Conduct Authority. Register Number: 610022. Registered Office: Victoria House, Toward Road, Sunderland SR1 2QF. Registered in England No. 05399196.

Reciprocal Health Arrangements

European Health Insurance Card (EHIC)/Global Health Insurance Card (GHIC)

The EHIC allows **you** to access state provided healthcare in all European Economic Area (EEA) countries and Switzerland. **Your** EHIC will be accepted for the remainder of its validity. From 4th January 2021, if **you** do not have a valid EHIC **you** will need to apply for a GHIC but please be aware that the GHIC does not cover Switzerland, Iceland, Liechtenstein or Norway. For more information or to apply for **your** GHIC: online at www.dh.gov.uk/travellers or by telephoning **0845 606 2030**.

Presenting **your** EHIC/GHIC at a public medical facility will allow **you** to obtain treatment at a reduced cost and in many cases free of charge, provided **you** are a **UK** or **BFPO resident** (please note if **you** reside in the Isle of Man or the **Channel Islands** **you** are not eligible for an EHIC/GHIC). **You** must carry it with **you** when travelling abroad. Remember to check **your** EHIC/GHIC is still valid before **you** travel.

If **you** are travelling outside the EEA then there are some countries that have reciprocal agreements with the **UK** and these can be found on:

www.nhs.uk/NHSEngland/Healthcareabroad/countryguide/NonEEAcountries/Pages/Non-EEAcountries.aspx

Medicare

If **you** are travelling to Australia **you** must register with Medicare on arrival. There is a Medicare office in all major towns and cities in Australia. Registration is free and this will entitle **you** to reduced medical charges from **doctors**, reduced prescription charges and access to Medicare hospitals. For more information on Medicare visit:

www.medicareaustralia.gov.au or email: medicare@medicareaustralia.gov.au

Note: if **you** make use of these arrangements or any other reciprocal health arrangement which reduces **your** medical expenses, **you** will not have to pay an excess (with the exception of any increased excess relating to declared **medical conditions**).

USA Medical Costs

Medical providers in the USA routinely charge international patients many times higher than it costs them to provide service. As this policy covers reasonable medical expenses, **we** will not pay excessive or inflated charges for **your** treatment so it is important that **you** do not pay any medical providers up front, either at the time of **your** treatment or on **your** return to **your home country**. They may engage the services of collection agencies but any correspondence should simply be sent on to **us**, unanswered: there is no lawful action that can be taken which **we** cannot step in and take over on **your** behalf.

Important Conditions Relating to Your Health

Medical Declaration

To be covered on this policy **you** must act in accordance with the terms and conditions of the policy. Pre-existing **medical conditions** will only be covered if declared and accepted by **us** in writing.

Failure to declare ALL pre-existing **medical conditions** may result in claims being rejected.

It is a condition of this policy that unless **you** have been given **our** agreement **you** will not be covered.

You must contact **us** on **0333 003 0021** if **you** or anyone else to be insured on this policy answer 'YES' to any of the following:

- are **you** or anyone else to be insured on this policy awaiting tests or test results for a condition for which **you**'ve received a diagnosis?
- do **you** or anyone else to be insured on this policy have any **medical condition(s)** for which **you** have received a diagnosis and are on a waiting list for, or have knowledge of the need for:
 - surgery, or
 - inpatient treatment, or
 - investigation, or
 - referral to a specialist consultant?
- do **you** or anyone else to be insured on this policy have any **medical condition you** are aware of but for which **you** have not had a diagnosis?
- have **you** or anyone else to be insured on this policy received a terminal prognosis?
- are **you** or anyone else to be insured on this policy travelling against the advice of a **doctor**, or would be considered to be if they had sought the advice of a **doctor** before beginning a **trip**?
- are **you** or anyone else to be insured on this policy travelling for surgery, treatment or investigations?

You must contact **us** on **0333 003 0021** if **you** or anyone else to be insured on this policy answer 'YES' to any of the following questions.

If **you** are not sure of any of the information **you** are giving **us** or do not know the answers, please check with **your** treating **doctor**.

Question 1 of 6

Has anyone name on this policy ever had treatment for:

- a) any heart or circulatory condition ?
- b) any type of diabetes ?
- c) a stroke or high blood pressure ?
- d) any type of cancer, whether in remission or not ?
- e) any lung or breathing condition ?
- f) an organ transplant or dialysis ?

Question 2 of 6

In the last 5 years, has anyone named on this policy suffered from a serious or recurring **medical condition**, been prescribed medication or received treatment or attended a **doctors** surgery ?

Question 3 of 6

In the last 5 years, has anyone named on this policy been referred to a specialist or a consultant at a hospital or clinic for tests, diagnosis or treatments or attended as an in or out patient ?

Question 4 of 6

Has anyone named on this policy ever been diagnosed or treated for any form of anxiety, depression or psychiatric condition including eating disorders ?

Question 5 of 6

Has anyone on this policy been placed on a waiting list currently for investigations or treatment ?

Question 6 of 6

Has anyone named on this policy been diagnosed by a **doctor** as suffering from a terminal illness ?

Change in health of an insured-person

1. If **your** health changes after **you** purchased **your** policy but before **you** commence **your trip** (or in the case of Annual Multi-trip cover before booking **your** next **trip**) or pay the balance or any further instalments for **your trip**, **you** must tell **us** about these changes, if:
 - **you** have seen a **doctor** because **you** develop a new **medical condition**, **your** prescribed medication changes or an existing **medical condition** deteriorates;
 - **you** have seen or been referred to a consultant or specialist;

- **you** are waiting to receive treatment (including surgery, tests or investigations) or the results of tests and investigations, or have been admitted to hospital.

We will then tell **you** if **we** can cover **your medical condition(s)** free of charge or for an additional premium.

2. If **we** cannot cover **your medical condition(s)**, or **you** do not want to pay any additional premium quoted, **we** will give **you** the choice of either:
 - making a cancellation claim for any pre-booked **trips**; or
 - cancelling **your** policy and receiving a proportionate/partial refund, provided that **you** have not made a claim or are about to.

Individuals with whom you are travelling or have arranged to travel, a person with whom you have arranged to reside with temporarily, a close relative or close business associate, who are not insured under the policy

If, at the time **your** policy starts or booking a **trip**, whichever was the later, any person on whom the **trip** depends including the person with whom **you** are travelling or have arranged to travel, a person with whom **you** have arranged to reside with temporarily, a **close relative**, friend or close **business associate** had a **medical condition** for which he or she:

- was receiving treatment at hospital (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand);
- was waiting for a hospital consultation, investigations or treatment (other than where they go to hospital for check-ups for a stable condition, at regular intervals which have been arranged beforehand);
- had been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months.

We will not pay for any claim **you** (or any **insured-person**) make under Section A1 - Cancellation or B3 - Curtailment/Loss of Holiday, that has anything to do with the **medical condition** of that person.

Pregnancy - **our** policies include emergency medical expenses cover for pregnancy and childbirth from week 0 to week 28 inclusive whilst **you** are away. From the start of week 29 to week 40 of the pregnancy, there is no cover for claims relating to normal pregnancy and normal childbirth or cancellation, however, medical expenses and cancellation cover will be provided if any of the following complications arise: Toxaemia, Gestational hypertension, Ectopic pregnancy, Post-partum haemorrhage, Pre-eclampsia, Molar pregnancy or hydatidiform mole, Retained placenta membrane, Placental abruption, Hyperemesis gravidarum, Placenta praevia, Stillbirth, Miscarriage, Emergency Caesarean, a Termination needed for medical reasons, Premature birth more than 12 weeks (or 16 weeks if **you** know **you** are having more than one baby) before the expected delivery date.

Please note **we** will not cover denial of boarding by **your** carrier so **you** should check that **you** will be able to travel with the carrier/airline in advance.

It is essential, if at the time of booking **your trip you** are aware that **you** are pregnant, that **you** ensure that **you** are able to have the required vaccinations for that **trip**; no cover will be provided for cancellation in the event that, after booking **you** discover travel is advised against or **you** are unable to receive the appropriate and required vaccinations for that country.

Data Protection - Personal Information

You should understand that any information **you** have given to JustTravelcover.com will be used in their function as a joint Data Controller in conjunction with **your** Insurer for the administration of the insurance contract (this will be clarified in the privacy policy details in the links below). This information will be processed in compliance with the provisions of the UK Data Protection Act and the General Data Protection Regulation that came into force on 25th May 2018 for the purpose of providing travel insurance and handling claims, complaints and medical assistance, if any.

White Horse Insurance Ireland dac holds **your** personal information in accordance with all applicable data protection laws.

To administer **your** policy White Horse Insurance Ireland dac will collect and use information about **you** provided by **you** and this notice applies to anyone who is insured under this insurance policy and whose personal information may be processed for the provision of insurance and related services.

Personal information may be used by **us** for the purposes of administering **your** policy; including decision making on provision of insurance cover, underwriting, processing and claims handling. **We** may also use **your** personal information for other related matters such as customer service, analysis, complaints handling and the detection and prevention of crime. The information **you** have supplied may be passed to other insurers and reinsurers for underwriting and claims purposes or to other third-party service providers used by **us** in fulfilling **your** insurance contract.

We may send **your** personal information in confidence to other companies who provide services to **us** for processing and storage. This may mean sending information to countries outside of the United Kingdom, European Union or European Economic Area that may not have the same levels of privacy legislation as in the United Kingdom, European Union or European Economic Area. When **we** do this, **we** will ensure that **we** transfer the data securely and accordingly to regulatory requirements. By buying this insurance policy, **you** agree to **us** using **your** personal information in this way.

You have various rights in relation to personal information that is held by **us**, including the right to request access to **your** personal information, the right to correct inaccurate personal information, or the right to request the deletion or suppression of personal information where this is not restricted by any conflicting legitimate interest.

This notice explains certain aspects of how **we** use **your** information and what rights **you** have in relation to **your** personal information, however **you** can obtain more information about how **we** use **your** data by reviewing **our** full Privacy Policy. **Our** Privacy Policy is available on **our** website www.whitehorseinsurance.eu

Your data will be treated in accordance with **our** Privacy Policy.

If **you** would like to exercise either of these rights **you** should contact in writing: The Data Protection Officer, Just Insurance Agents Ltd, Victoria House, Toward Road, Sunderland SR1 2QF. It is our aim to provide high standard of service and to meet any claims covered by these policies honestly, fairly and promptly. There are, however, times when misunderstandings occur on both sides. If **you** do not feel that the matter has been dealt with to **your** satisfaction or **you** have some new evidence which P J Hayman & Company Ltd, as claims handlers have not seen, **you** may bring this to the claims manager's attention in writing: The Claims Manager, P J Hayman & Company Ltd, Stansted House, Rowlands Castle, Hampshire PO96DX.

We are registered with the Information Commissioner's Office and undertake to comply with the Data Protection Act 1998 ("DPA") and EC Directive 95/46/EC (up to and including 24 May 2018) and the General Data Protection Regulation ("GDPR") and (EU) 2016/679)) (on and from 25 May 2018), and, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of **your** personal data.

For full privacy policy notice terms, please visit:

- JustTravelcover.com: www.justtravelcover.com/privacy
- White Horse Insurance Ireland dac: www.whitehorseinsurance.eu/resources/White_Horse_Privacy_Policy_V3_Jan_2020.pdf
- AXA Partners Group: <https://www.axa-assistance.co.uk/en/privacy-policy/>
Alternatively, a hard copy is available on request.
Email: dataprotectionenquiries@axa-assistance.co.uk
- Royal & Sun Alliance Insurance plc:
www.rsagroup.com/support/legal-information/partner-privacy-policy/
Alternatively please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA
Email: crt.halifax@uk.rsagroup.com
- Legal Insurance Management Ltd:
www.legalim.co.uk/policyholder-privacy-notice
Alternatively please write to: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands DY5 1XF
Email: dataprotection@legalim.co.uk
- International Passenger Protection Ltd: www.ipplondon.co.uk/privacy.asp

How Your Policies Work

Our pledge to you

It is **our** aim to give a high standard of service and to meet any claims covered by these policies honestly, fairly and promptly. **We** occasionally get complaints and these are usually through a misunderstanding or insufficient information. Any complaint will be investigated at once and the matter resolved as quickly as possible, please see **our** complaints procedure at the back of this policy for information.

Policy information

Cover is specified for each passenger who is shown as having paid the insurance premiums and whose name is shown on the Policy Schedule.

This insurance wording is a copy of the master policies and is subject to the terms, conditions and exclusions of the master policies.

In the event that **you** have paid for a **trip** on behalf of other individuals not insured on this policy please be advised that **your** policy only provides cover for **your** proportion of **trip** costs, as opposed to the amount **you** have paid on behalf of others.

Accurate and relevant information

You have a duty to take reasonable care to answer questions fully and accurately, and that any information **you** volunteer is not misleading. This applies both when **you** take the policy out and at any time during the policy period. If **you** do not do so, **we** reserve the right to void **your** policy from inception.

Criteria for purchase

This insurance is sold on the understanding that **you** and anyone travelling with **you** and named on the Policy Schedule:

- Are a **resident** of the **United Kingdom, Channel Islands** or **BFPO**.
- Is taking a **trip** which starts and ends in the **United Kingdom, Channel Islands** or **BFPO**.
- Are registered with a **doctor** in **your home country**.
- Have not started the **trip**.
- Travel must take place within 18 months of the start date of **your** policy.
- Are not making a one-way trip.
- Are travelling with the intention to return to the **United Kingdom, Channel Islands** or **BFPO** within **your trip** dates, unless an extension has been agreed with **us** and **we** have confirmed in writing.
- Are not travelling within **your home country** for less than 3 days on any one **trip**.
- Are not travelling against the advice of **your doctor** or a medical professional or where **you** would have been if **you** had sought their advice before beginning **your trip**.
- Are not travelling specifically to receive medical treatment during **your trip** or in the knowledge that **you** are likely to need treatment.
- Take all possible care to safeguard against accident, injury, loss or damage *as if you had no insurance cover*.
- When purchasing Single Trip cover:
 - Are not travelling for more than 94 days (reduced to 45 days if **you** are aged 76 years or over on the date **you** purchase **your** policy), on any one **trip**.
- When purchasing Annual Multi-trip cover:
 - Are not travelling for more than 32 days (Silver) or more than 45 days (Gold), on any one **trip**;
 - Accept that all children, under the age of 18 on the date **you** purchase **your** policy, must travel with an adult, insured under this policy.
- Are aware that there is no cover under this policy if **you** purchased this insurance with the reasonable intention or likelihood of claiming.
- Are aware that there is no cover under this policy if **you** travel to a country or specific area that the Foreign, Commonwealth & Development Office (FCDO) advise against all or all but essential travel to.

labelling your policies

- **You** have a 'cooling off' period where, should **you** decide that **you** find that the terms and conditions do not meet **your** requirements and provided **you** have not travelled or claimed on the policy, **you** can advise **us** within 14 days of purchase for a full refund to be considered.
- Should **you** wish to cancel **your** policy outside of the 14 day cooling off period, the following terms will be applied:
Single Trip policies - provided **you** have not made a claim on the policy (irrespective of whether **your** claim was successful or not) and **you** confirm in writing that there is no claim pending, should **you** choose to cancel, a refund of 50% of the total premium **you** have paid will apply.
Annual Multi-trip policies - provided **you** have not made a claim on the policy (irrespective of whether **your** claim was successful or not) and **you** confirm in writing that there is no claim pending, should **you** choose to cancel and understand that all benefits of the policy will be cancelled, **we** will refund 1/12th of the total premium paid, for each full calendar month remaining on the policy from the date of cancellation.
- If **you** are intending to claim, or have made a claim (irrespective of whether **your** claim was successful or not) **we** will not consider refunding any proportion of **your** premium.
- **We** reserve the right to give 7 days notice of cancellation of this policy, without refund, by recorded delivery to **you** at **your** last known address in the event of the following circumstances; fraud, suspected fraud, misleading information or deliberate misrepresentation, or abusive behaviour to any of **our** staff or agents.

When your policy covers start and end

If **you** have chosen a Single Trip policy:

- The cover under Policy A starts from the date the policy was issued and ends when **you** leave **home**. No further **trips** are covered.
- End Supplier Failure Insurance - starts from the date the policy was issued and ends when **you** complete **your trip**. No further **trips** are covered.
- The cover under Policy B starts when **you** commence **your trip** and ends when **you** complete **your trip**. No further **trips** are covered.

If **you** have chosen an Annual Multi-trip policy:

- The cover under Policy A starts from **your** chosen inception date and ends when **you** leave **home** to start **your trip**. Cover for subsequent **trips** starts from the date of booking **your trip** and finishes at the end of **your trip**. Cancellation cover will cease when **you start your trip** or upon expiration of **your** policy, whichever is first.
- End Supplier Failure Insurance - starts from **your** chosen inception date or from the date of booking **your trip**, whichever is later and will cease on completion of **your trip** or expiry of the policy, whichever is the first.
- Cover under Policy B starts when **you** leave **home** and ends when **you** complete **your trip**.

You may take any number of **trips** within the policy period shown on **your** Policy Schedule (maximum duration **per trip** of 32 days Silver or 45 days Gold).

Your policy wordings

Your insurance document shows details of both pre-travel and travel insurance policies, including the sections of cover, limits, conditions, exclusions, information on what to do if **you** need to claim, how to obtain legal advice and how to contact the 24 hour emergency assistance service the assistance team.

Your travel insurance policy is not intended to cover items of high value, such as video camcorders, expensive watches etc., as these should be fully insured under **your** house contents insurance on an All Risks extension for 365 days of the year. There is a maximum amount **you** can claim for each individual item. There is a maximum amount in total for **valuables** which is shown under the **personal possessions** section. The **personal possessions** section is *not* 'new for old' and wear, tear and depreciation will be deducted.

PLEASE NOTE: This is a travel insurance policy and not private medical insurance. This means there is no cover for any medical expenses incurred in private facilities if we have confirmed that medically capable public facilities are available.

There is no cover for routine, non-emergency or elective treatment, or for treatment that can wait until **your** return **home**.

In some instances, **you** may need to be moved from one local facility to another larger/more specialised facility, for treatment.

Having travel insurance does not ensure a 'fast track' medical service from the treating facility, emergency rooms can be busy at certain times and so it is possible **you** may have to wait, unless **you** require critical care.

Once **you** are discharged from hospital this does not always mean **you** are 'fit to fly' **home**.

The policy is a contract between **us** and **you**. **We** will pay for any insured event, as described in the policy, that happens during the period of validity and for which **you** have paid the appropriate premium.

Travel insurance policies have specific requirements for both purchasing and making successful claims. Please take the time to read and understand it straight away as not all policies are the same. All risks which are covered are set out clearly in sections with conditions, limits and exclusions (things which are not covered).

All numbers and letters shown under 'For each **insured-person** this insurance will not cover' refer to the same numbers and letters under 'For each **insured-person** this insurance will pay'. Where no letters or numbers are shown it applies to the whole section. If **your** circumstances do not fit those specified then there is no cover in place.

Your excess

Under some sections of the policy an excess will apply to each claim, per section, for each separate incident payable per **insured-person**. This means that **you** will be responsible for paying the first part of the claim for each incident giving rise to a separate claim. The amount **you** have to pay is the excess.

Your excess may be increased to include **existing medical conditions** (including anything directly or indirectly related to that condition) confirmed in writing by the Medical Declaration Service. The increased excess will apply to all persons insured on the policy whose claim has been caused by the declared **medical condition**.

If **you** have paid the additional premium for 'Excess Waiver', the excess would be reduced to Nil in the event of a claim (the excess for Sections B13 - Gadget Cover and B15 - Travel Dispute would still apply). Note: any excess imposed by **us** following **your** call to the Medical Declaration Service or due to the 'Sports & Activities' cover **you** have purchased (Activity Pack B, C or D) would still apply.

Extension of period

In the event of **your** accidental death, injury or **illness** or that of anyone travelling with **you** or because of delay or failure of **public transport** services **you** are unable to complete the **trip** before the expiry of this policy the cover will be automatically extended without additional premium for the additional days necessary for **you** to complete the **trip**.

Expiry of your policy

If **you** have Annual Multi-trip cover, **we** will contact **you** prior to the expiry of the **period of insurance** as shown on **your** Policy Schedule. **We** will give **you** at least 21 days written notice before the expiry date.

Definition of Words

Listed below are certain words that appear throughout the policy. These will always be shown in **bold** type and in all cases will have the meanings shown below.

BFPO

means British Forces Posted Overseas.

Business associate

means a business partner, director or employee of **yours** who has a close working relationship with **you**.

Carer

means the person travelling in **your** party who is competent to provide care for **you** where **you** are not able to care for yourself.

Change in health

means any deterioration or change in **your** health between the date the policy was bought and the date of travel, this includes new medication, change in regular medication, deterioration of a previously stable condition, referral to a specialist, investigation of an undiagnosed condition or awaiting treatment/consultation.

Channel Islands

means Jersey, Guernsey, Alderney, Sark, Herm, Jethou, Brecqhou and Lihou.

Children/Grandchildren

means persons under the age of 18 on the date **you** purchase **your** policy.

Close relative

means spouse or partner (who **you** are living together with), parents, grandparents, legal guardians, foster child, parents-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-parents, step-child, step-brother, step-sister, aunt, uncle, brother, sister, child, grandchild, niece, nephew, or fiancé(e).

Connecting flight

means a **connecting flight** which departs **your** first scheduled stop-over destination 12 hours after arrival from **your international departure point**.

Co-operate

means to provide **us** with any information or documentation **we** may reasonably require to enable **us** to verify and process **your** claim.

Curtailment/curtail

means the cutting short of **your trip** by **your** early return following **your repatriation**.

Cruise

means a voyage of more than 72 hours in duration on a ship/vessel sailing on the seas or oceans, that includes stopping at various ports. In any event there is no cover for cargo or container ship travel.

Doctor

means a registered practising member of the medical profession recognised by the law of the country where they are practising, who is not related to **you** or any person who **you** are travelling with.

Domestic flight

means a flight where the departure and arrival take place within the **United Kingdom** or the **Channel Islands**.

Drones

means un-manned aerial vehicles that belong to or being used by **you**.

Duty free

means any items purchased at duty free (including but not limited to tobacco products, alcohol, perfumes, cosmetics)

Essential items

means underwear, socks, toiletries, prescribed medication, **medical aids** and a change of clothing.

Excursion

means a short journey or activity undertaken for leisure purposes.

Existing medical condition

means **you** are considered to have an existing medical condition if **you** answer 'YES' to any of the questions stated on **our** 'Medical Declaration' on page 4.

Family

means parents or grandparents (up to a maximum of two adults) and their **children** or **grandchildren** who reside within the **UK, Channel Islands** or **BFPO**.

Note: cover for families shall apply where the appropriate premium has been paid and shown on the Policy Schedule and where the family members travel together. Adults insured on an Annual Multi-trip policy are entitled to travel independently of each other. Cover for **children** or **grandchildren** will only be provided if travelling with an adult, insured under this policy.

Flight

means a service using the same airline or airline flight number.

Geographical area

You will not be covered if **you** travel outside the area **you** have chosen, as shown on **your** Policy Schedule.

- **United Kingdom** (England, Wales, Scotland, Northern Ireland and Isle of Man).
- **Europe 1** - including: **United Kingdom** and Austria, the Azores, Belgium, Bulgaria, **Channel Islands**, Corsica, Croatia, Czech Republic, Denmark (and the Faroe Islands), Finland, France, Germany, Gibraltar, Hungary, Iceland, Italy, Liechtenstein, Luxembourg, Madeira, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia (west of the Ural mountains), San Marino, Sicily, Slovak Republic, Slovenia, Sweden.
- **Europe 2** - including: Europe 1 shown above and the remaining countries west of the Ural mountains, Andorra, Balearics, Canary Islands, Cyprus, Greece, Morocco, Spain, Switzerland, Tunisia and Turkey.
- **Australia & New Zealand** - including: Europe 2 shown above and Australia, *including* Territory of Cocos (Keeling Islands, The Territory of Christmas Island, Norfolk Island and Lord Howe Island) and New Zealand, *including* the Cook Islands, Niue and Tokelau (including up to 48 hours stopover in a country within a Worldwide area).
- **Worldwide** - *excluding* Canada, Caribbean, China, Hong Kong, USA, Afghanistan, Liberia and Sudan *but including* Egypt and Israel.
- **Worldwide** - *including* Canada, Caribbean, China, Hong Kong, USA *but excluding* Afghanistan, Liberia and Sudan.

Where Annual Multi-trip cover is purchased Europe 1 & Europe 2 will be shown as Europe. Australia/New Zealand will be included within Worldwide areas *excluding* Canada, Caribbean, China, Hong Kong, USA, Afghanistan, Liberia and Sudan *but including* Egypt and Israel.

Home

means one of **your** normal places of residence in the **United Kingdom**, the **Channel Islands** or **BFPO**.

Home country

means the country **you** live in within the **United Kingdom** or the **Channel Islands**.

Household

means individuals who comprise a family unit and who live together under the same roof.

Ill/illness

means a condition, disease, set of symptoms or sickness leading to a significant change in **your** health, as diagnosed and confirmed by a **doctor** during the **period of insurance**.

Insured-person/You/Your

means any person named on the Policy Schedule.

For 'Gadget Cover' this will also mean the person who owns the **gadgets**.

International departure point

means the airport, international rail terminal or port from which **you** departed from the **UK**, **Channel Islands** or **BFPO** to **your** destination, and from where **you** depart to begin the final part of **your** journey **home** at the end of **your** trip.

Known event

means an existing, publicly announced or publicly broadcasted occurrence such as government directives, unusual weather conditions, road traffic accidents, passport or customs delays or a strike.

Loss of holiday

means the number of days **you** are confined to a hospital, hotel room or cabin on **your** treating **doctor's** orders and are unable to participate in **your** planned trip, due to death, serious injury or **illness**.

Medical aids

means wheelchairs, walking frames and sticks, supplies and equipment designed to provide the mobility and care for the disabled and any other articles of such equipment specified in the Policy Schedule all belonging to **you** (or for which **you** are legally responsible).

Medical condition

means any disease, **illness** or injury, including any psychological conditions.

Natural disaster

An event such as avalanche, blizzard, earthquake, flood, explosion, fire, forest fire, storm, hurricane, lightning, tornado, tsunami or volcanic eruption.

Off-piste

means skiing or snowboarding within ski area boundaries, off marked and groomed pistes and in between groomed trails and runs, where ski lifts and emergency services are easily accessible and ending back at a ski area lift. Not including areas marked or prohibited from entry.

On piste

means piste skiing or snowboarding, including skiing or snowboarding on areas in and around the resort, but off the actual marked pistes, such as skiing on a hillside between marked pistes, or skiing down slopes adjacent to marked runs, but always finishing at the bottom of tows or lifts within the resort and never in areas cordoned off or restricted. All other areas are considered as **off piste**.

Pair or set

means 2 or more items of **personal possessions** that are complementary, purchased as one item or used or worn together.

Period of insurance

means the **trip** dates shown on the Policy Schedule or for Annual Multi-trip cover a **trip** that does not exceed the stated limit.

Personal money

means sterling or foreign currency in note or coin form.

Personal possessions

means each of **your** suitcases and containers of a similar nature and their contents (excluding **ski equipment** and **medical aids**) and articles **you** are wearing or carrying including **your drones** and **your valuables**.

Public transport

means buses, coaches, **domestic flights** or trains that run to a published scheduled timetable.

Redundant

means being an employee where **you** qualify under the provision of the Employment Rights Act 1996, and who, at the date of termination of employment by reason of redundancy, has been continuously employed for a period of 2 years or longer and is not on a short term fixed contract.

Relevant information

means a piece of important information that would increase the likelihood of a claim under **your** policy.

Repatriation

means the return of someone named on the policy to their **home**, a hospital, nursing home or funeral director in the **United Kingdom** or the **Channel Islands** as arranged by the assistance team, unless otherwise agreed by **us**.

Resident

means a person who has their main **home** in the **United Kingdom**, the **Channel Islands** or **BFPO** and has not spent more than 6 months abroad in the year before buying this policy.

Scheduled airline

An airline that publishes a timetable and operates its service to a distinct schedule and sells tickets to the public at large, separate to accommodation and other ground arrangements.

Ski equipment

means skis, ski bindings, ski poles, ski boots, ski goggles, ski helmet, board boots, snowboard bindings and snowboards.

Ski pack

means ski pass, ski lift pass and ski school fees.

Travel documents

means valid visas, ESTA's, travel tickets, European Health Insurance Card (EHIC)/Global Health Insurance Card (GHIC) and valid reciprocal health Form E112.

Travelling companion

means a person with whom **you** are travelling with and on the same booking or with whom **you** have arranged to meet at **your** trip destination, with the intention of spending a proportion of **your** trip with, who may have booked independently and therefore not included on the same booking and may have differing inbound and outbound departure times or dates.

Trip

means a holiday or journey for which **you** have made a booking such as, a **flight** or accommodation, that begins when **you** leave **home** and ends on **your** return (i) to **your** home at the end of **your** holiday or journey, or (ii) following **your** repatriation.

Unattended

means left away from **your** person where **you** are unable to clearly see and are unable to get hold of **your** personal possessions.

Unexpectedly

means at the time of purchase of this insurance policy there was no reasonable chance or knowledge of a circumstance that would lead to a claim, including information publicised in mainstream media/medical outlets.

United Kingdom/UK

means England, Wales, Scotland, Northern Ireland and the Isle of Man.

Valuables

means television equipment, radios, CD players, audio equipment, computer equipment/accessories, hard drives, flash drives, binoculars, telescopes, antiques, jewellery, laptop computer (meaning any portable computer that includes a screen, keyboard and track pad or track ball), watches (only meaning a traditional watch such as analogue, automatic or digital), precious or semi-precious stones, articles made of or containing gold, silver or other precious metals, films, or Compact Discs.

We/Our/Us

Sections A1, B1 to B12 & B14 - White Horse Insurance Ireland dac.

Section B13. Gadget Cover - UK Branch of Inter Partner Assistance S.A.

Section B15. Travel Dispute - Royal & Sun Alliance Insurance plc

End Supplier Failure Insurance - Liberty Mutual Insurance Europe SE.

Winter sports

means **on-piste** skiing/snowboarding in recognised areas (including off-piste when accompanied by a guide or instructor and provided you are not skiing against local recommendations or where avalanche warnings have been given), alpine skiing, big foot skiing, cat skiing (with a guide), cross country skiing, glacier walking, husky dog sledging (organised and with an experienced local driver), ice skating, kick sledging, langlauf, mono-skiing, nordic skiing, passenger sledge, ski boarding, ski dooing, sledging, snow mobiling, snow parascending, snow shoe walking, snow tubing, snowcat driving, speed skating, telemarking and tobogganing.

These activities are only covered if **winter sports** cover is shown on **your** Policy Schedule and the appropriate additional premium has been paid.

All of the above **winter sports** activities are covered on a non-professional and non-competitive basis. **We** consider 'professional or competitive' to be activities or sports where **you** are either paid for participating in, receive any element of sponsorship, fees or prize money in excess of **£200**. Any claims which arise whilst undertaking any of these **winter sports** activities for any purpose other than leisure (examples of non-leisure purposes include professional / semiprofessional / paid / sponsored racing, timed events - unless otherwise specified, professional, display events, photo shoots, etc..) will not be covered under this policy.

If **you** intend to participate in any **winter sports** activity **you** must ensure that:

- **your** usual treating **doctor** is happy for **you** to do so;
- **you** follow the safety guidelines for the activity concerned and where applicable **you** use the appropriate and recommended safety equipment.

There is no cover for the following activities:

off-piste skiing/snowboarding without a guide or instructor, skiing/snowboarding against local authoritative recommendations, warnings or advice, ski stunting, free-style skiing, bob sleigh, ice hockey, bobbing, heli-skiing, ski acrobatics, ski flying, ski jumping, ski mountaineering, glacier skiing, snowcat skiing, snow carting or the use of bob sleighs, luges or skeletons or any competitive skiing.

Conditions & Exclusions Applying to Your Policies

Not applicable to End Supplier Failure Insurance.

Below are some important conditions and exclusions which apply to **your** pre-travel (Policy A) and travel policy (Policy B).

It is recommended that **you** read this along with the 'Criteria for Purchase' and the conditions for each section of **your** policies as this will make sure that **you** are aware of any conditions which may affect **your** circumstances or likelihood to claim.

Applying to all sections of your policies:

You are not covered under any section, unless specified, for any of the following circumstances:

- 1) any claim under Policy B if a claim has been submitted under Policy A;
- 2) **your** participation in an activity not listed under:
 - a) 'Sports & Activities' - 'Activity Pack A', or
 - b) the definition of **winter sports** or where the appropriate additional premium has not been paid to include **winter sports** cover, or
 - c) 'Sports & Activities' - 'Activity Pack B, C, or D' or where the appropriate additional premium has not been paid to include Activity Pack B, C or D;
- 3) any re-occurring health condition, **existing medical condition** or any other **medical condition** which has been treated in hospital or has been referred to a specialist in the last 2 years **or you** are waiting for any tests or treatment of any description **or your doctor** has altered **your** regular prescribed medication in the last 6 months, unless **we** have agreed cover **in writing**;

- 4) any claim due to **your** carrier's refusal to allow **you** to travel for whatever reason;
- 5) **your** suicide, self-injury or deliberately putting yourself at risk (unless **you** were trying to save another person's life);

- 6) **we** will not pay for the following:

- a) anything caused by **you**:
 - i) causing damage or injury on purpose;
 - ii) breaking the law;
 - iii) piloting or travelling in an aircraft where **you** or the pilot are not licensed to carry passengers;
 - iv) not following the laws of the country or local authorities;
- b) anything caused by **you, your travelling companion, close relative or business associate** being under the influence of:
 - drugs (except those prescribed by **your** registered **doctor** but not when prescribed for treatment of drug addiction);
 - alcohol (a blood alcohol level that exceeds 0.19% – approximately four pints or four 175ml glasses of wine);
 - solvents; or
 - anything relating to **you, your travelling companion, close relative or business associates** prior abuse of drugs, alcohol or solvents;

- 7) **you** travelling on, or in, a motorised vehicle for which **you** do not hold appropriate qualifications to operate at **home** (Note: there is no cover under Section B7 - Personal Liability for any claim related to the use of motorised vehicles);

- 8) **you** travelling on a motorcycle or moped without wearing a crash helmet, whether legally required locally or not and if **you** are riding pillion, the rider must also hold appropriate qualifications;

Note: **you** can visit the following link to the UK Government site for more information on appropriate licenses: www.gov.uk/ride-motorcycle-moped/bike-categories-ages-and-licence-requirements

- 9) delay, confiscation, detention, requisition, damage, destruction or any prohibitive regulations by Customs or other government officials or authorities of any country;

- 10) any claim arising from **relevant information** known by **you** at the time of buying this policy or which occurs between booking and travel unless it has been disclosed to **us** and **we** have agreed **in writing** any terms applicable;

- 11) the operation of law or as a result of an unlawful act or criminal proceedings against anyone included in **your** booking or any deliberate or criminal act by an **insured-person**;

- 12) the usage of **drones**;

- 13) **you** travelling to an area that is classified as 'advise against all travel' or 'advise against all but essential travel' by the Foreign, Commonwealth & Development Office (FCDO);

- 14) if **you** purchased this insurance with the reasonable intention or likelihood of claiming;

- 15) **In respect of all sections other than Section B1 - Emergency Medical & Associated Expenses:**

war, terrorism, biological or chemical warfare, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;

- 16) loss of earnings, additional hotel costs, visas, ESTAs, additional car hire, additional parking fees, kennel/cattery fees or any other loss unless it is specified in the policy;

- 17) any loss due to currency exchanges of any and every description;

- 18) any **trip** where **you** have no pre-booked return ticket or cannot prove **your** intention to return to **your home country**;

- 19) accepting that no alterations and/or additions to the printed terms and conditions of **your** policy be valid unless initialled by **us**, or P J Hayman & Company Limited on **our** behalf;

- 20) support any claim with the correct documentation as laid out in the individual section;

- 21) notifying **us** immediately of any **change in health** or medication after **you** buy the policy;

- 22) cargo or container ship travel;

- 23) all medical bills and correspondence relating to them must be sent to **us** directly, **you** should not pay them or respond to them at all;

In respect of Sections A1 - Cancellation, B1 - A. Emergency Medical & Associated Expenses and B3 - Curtailment/Loss of Holiday, only

- 24) checking with **your doctor** on the advisability of making the **trip** and/or participating in any of the sports & activities, if **you** have any **existing medical condition**, taking into account **your** chosen destination, the climatic conditions, the stability of **your** condition, the effect of any additional drugs or vaccines necessary and the standard of the medical services available. Cover will not be given if travel is against the advice of **your doctor**;

- 25) not requiring insurance for **your existing medical condition**, unless **we** have agreed cover in writing and any additional premium has been paid;
- 26) not requiring insurance for any diagnosed **medical condition** that is being investigated unless **we** have agreed cover in writing and any additional premium has been paid;
- 27) not requiring insurance for any undiagnosed **medical condition**;
- 28) not requiring insurance for any **medical condition** for which a **close relative** or **business associate** are awaiting or receiving treatment in hospital at the time of buying this policy;
- 29) obtaining any recommended vaccines, inoculations or medications prior to **your trip**;
- 30) if travelling to Australia, registering for Medicare on arrival;
Note: there are Medicare offices in all major towns and cities.
- 31) if **you** choose not to adhere to medical advice given any claims related to this will not be paid;
- 32) any claim where **you** have travelled against the advice of **your doctor** or a medical professional.

- **you** chose or were recommended to quarantine or isolate as a result of exposure to an infectious disease including Covid-19;
- **you** are unable to provide evidence from a medical professional confirming the **illness**, infectious disease, injury or death;
- **you** cannot provide evidence of Track and Trace contact, a positive test result for Covid-19 for someone in **your household**, or proof that someone in **your household** has to isolate and **you** have been instructed to do so as well;
- anyone was showing symptoms of, or had been diagnosed with, Covid-19 when this policy was purchased;
- **you** simply did not want to travel or had a fear of travelling;
- **you** could no longer afford to pay for the **trip**;
- of an **existing medical condition** which **you** have not told **us** about and that **we** have not agreed to cover in writing;
- of any epidemic, or pandemic as declared by the World Health Organization (WHO) except due to **illness**;
- due to Foreign, Commonwealth & Development Office (FCDO), government or local authority advice relating to any infectious disease including Covid-19;

POLICY A - PRE-TRAVEL POLICY

Section A1 - Cancellation

For each insured-person this insurance will pay:

under **your** selected cover option, as specified in **your** Policy Schedule, up to:

£2,500 Silver

£5,000 Gold

for **your** proportion of:

- i) transport charges,
- ii) loss of accommodation,
- iii) foreign car hire *and*
- iv) pre-paid **excursions** (limited to **£250** Silver or **£500** Gold) booked before **you** go on **your trip**,

that **you** have paid or agreed to pay that are directly related to **your trip** which **you** cannot get back from anyone else in the first instance, or which cannot be transferred or used for another purpose and results in a financial loss due to **you** being forced to cancel **your trip** because the following **unexpectedly** happened before **you** left **home** which **you** would not have been expected to foresee or avoid:

- i. **you**, anyone insured on this policy, or a **travelling companion**, became **ill**, were injured or died;
- ii. **you**, anyone insured on this policy, or a **travelling companion**, were diagnosed with an infectious disease within 14 days of **your trip** starting (including contracting Covid-19);
- iii. **you**, anyone insured on this policy, or a **household** member had to isolate at **home** due to Covid-19;
- iv. **you**, anyone insured on this policy, or a **family** member were hospitalised or died due to Covid-19;
- v. a **family** member, a **business associate**, or the person **you** were going to stay with became **ill** (excluding contracting Covid-19), was injured or died;
- vi. **your home** was burgled, or seriously damaged by fire, flood or storm;
- vii. **you**, or a **travelling companion** were called for jury service or required as a witness in a court of law;
- viii. **you**, or a **travelling companion** were made **redundant**;
- ix. **you**, or a **travelling companion** had leave withdrawn and are in the armed forces (including reserves and territorial), emergency services, medical or nursing professions (in the public sector) or senior employees of the government;
- x. as a result of fire, earthquake, storm, flood, riot or civil unrest; the Foreign, Commonwealth & Development Office (FCDO) or comparable prohibitive regulations by the government of the country **you** were due to visit and within 50 miles of **your** chosen destination, change the travel advice to advice against all or all but essential travel.

For each insured-person this insurance will not cover:

- any claim where **you** have not paid **your** excess or accept that it will be deducted from any settlement, the excess is shown in the Schedule of Benefits table on page 1;
- any claim due to a **known event**;
- any claim where **you** are unable to provide evidence from a medical professional confirming **your illness** or infectious disease;
- any claim where **you** cancelled **your trip** because:

- any claim where **you**, or a **travelling companion** did not obtain the required **travel documents**, inoculations or vaccinations for the area **you** are travelling to;
- any claim where **you**, or a **travelling companion** are the defendant in a court of law;
- any claim where **you** did not obtain prior authority to take leave or **your** leave was cancelled on disciplinary grounds;
- any claim where **you** ask **us** to pay for a loss that is insured or guaranteed by any other existing protection, specifically Package Travel Regulations, Air Passenger Rights, ATOL (including Civil Aviation Authority requirements), or ABTA protection, or from **your** credit card provider under s75 Consumer Credit Act, or any other specific legislation for transport or travel providers;
- any claim where **you** ask **us** to pay for any costs already accepted or offered by **your** transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements;
- any claim where **you** are unable to prove **your** financial loss;
- any claim where **you** purchased insurance with the reasonable intention or likelihood of claiming;
- any claim which relates to course charges or tuition fees unless agreed in writing by **us**;
- any claim where **you** do not **co-operate** with **us**.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

Note: **you** may only claim under this section of cover or under Section B3 - Curtailment/Loss of Holiday, Section B8 - Extended Journey Disruption, Section B9 - Delayed Departure, or Section B10 - Missed Departure/Missed Connection, not under each section.

If you need to claim:

Inform **your** tour operator, travel agent, transport or accommodation provider immediately of **your** necessity to cancel and request a cancellation invoice.

Ensure that the medical certificate in the cancellation claim form is completed by the **doctor** of the person whose injury, **illness** or death has caused the cancellation.

Note: **we** will pay a maximum of **£80** to **your doctor** for medical records/completion of a medical certificate, that have been requested by **us**.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

END SUPPLIER FAILURE INSURANCE

Note:

Gold policy cover is automatically included.

Silver policy cover is optional and will only be in force if shown on **your** Policy Schedule and the appropriate additional premium has been paid.

Definition of words applicable to this section only:

Financial Failure - means the **end supplier** becoming insolvent or has an administrator appointed and being unable to provide agreed services.

End Supplier - means the company that owns and operates the services listed in point 1. below.

Note: **you** must refer to the 'Definition of Words' section of this Policy which will also apply.

For each insured-person this insurance will pay:

up to **£1,500** for:

1. irrecoverable sums paid prior to **financial failure** of the **scheduled airline**, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the **UK**; coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris; excursions; Eurotunnel; theme parks or attractions all known as the **end supplier** of the travel arrangements not forming part of an inclusive holiday prior to departure, or;
2. in the event of **financial failure** after departure:
 - a) additional pro rata costs incurred by the **insured-person(s)** in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the **curtailment** of the travel arrangements, or;
 - b) if **curtailment** of the holiday is unavoidable - the cost of return transportation to the **United Kingdom, Channel Islands, Isle of Man or Northern Ireland** to a similar standard of transportation as enjoyed prior to the **curtailment** of the travel arrangements.

For each insured-person this insurance will not cover:

1. Travel or accommodation not booked within the **United Kingdom, Channel Islands, Isle of Man or Northern Ireland** prior to departure
2. Any **end supplier** which is, or which any prospect of **financial failure** is known by the **insured-person** or widely known publicly at the date of the **insured-person's** application under this policy
3. Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing Policy, Policies, bond or is capable of recovery from under Section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means
4. The **financial failure** of any travel agent, tour organiser, booking agent or consolidator with whom the **insured-person** has booked travel or accommodation
5. Any losses which are not directly associated with the incident that caused the **insured-person** to claim. For example, loss due to being unable to reach **your** pre-booked hotel following the **financial failure** of an airline.

If you need to claim:

You will need to supply confirmation that the **end supplier** has stopped operating, together with **your** original purchase receipts and any unused travel tickets or accommodation vouchers.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

POLICY B - TRAVEL POLICY

Section B1

A. Emergency Medical & Associated Expenses and

B. Additional Cover on Your Return and

C. UK Trip Non-Medical Cover (this does not apply to a **UK cruise**, see section A.)

PLEASE NOTE: This is a travel insurance policy and not private medical insurance. This means there is no cover for any medical expenses incurred in private medical facilities if we have confirmed that medically capable public facilities are available.

Your policy is intended to cover immediate treatment in an emergency situation. **We** reserve the right to repatriate **you** immediately for treatment in **your home country** when this is deemed to be preferable regardless of **your** original travel plans. All medical decisions are at the discretion of **our** medical director. It is essential for **you** to contact the assistance team prior to being admitted anywhere. In this instance **we** may arrange for a local transfer to a hospital better equipped for **your** immediate needs. **You** must call the assistance team immediately if **your** medical bill is likely to exceed **£500**.

Please see the section 'In Case of a Serious Emergency' at the front of this policy for details.

For each insured-person this insurance will pay:

A. Emergency medical & associated expenses

under **your** selected cover option, as specified in **your** Policy Schedule, up to:

£5,000,000 Silver

£10,000,000 Gold

to **you** or **your** legal representatives the following *necessary* emergency expenses that are payable within **6** months of the event that causes the claim that results from **your** accidental death, injury or **illness**:

a) for:

- i) reasonable fees or charges to be paid outside **your home country** or when on a **UK cruise** for medical, surgical, hospital nursing home or nursing services and additional accommodation (room only) necessarily incurred and payable until such time as, when in the opinion of the **doctor** in attendance and the assistance team, **you** are fit to travel;
- ii) additional travel and accommodation expenses incurred, up to the standard of **your** original booking, if it is medically necessary for **you** to stay abroad beyond **your** scheduled return date;
- iii) reasonable additional travel, accommodation and **repatriation** costs to be made for or by **you** and for any *one other person who is required for medical reasons* to stay with **you**, to travel to **you** from within **your home country** or to travel with **you**;
- iv) (a) charges following **your** accidental death outside **your home country** or when on a **UK cruise** for **your** burial or cremation in the locality where **your** death occurs; *plus*
(b) the reasonable cost of returning **your** ashes **home** or the return of **your** body to **your home** when arranged by **us**.

b) up to **£250** Silver or **£400** Gold, for emergency dental treatment only to cure sudden pain.

c) reasonable additional costs of providing an alternative **carer** for **you** during the remainder of **your trip** where **your carer** is an **insured-person** and is unable to care for **you** due to them suffering bodily injury or **illness** and/or compulsory quarantine and no other person with whom **you** are travelling or a **close relative** is already present and able or competent to become **your carer**.

d) up to **£500** if **your** domestic dog(s)/cat(s) is/are in a kennel/cattery during **your trip** and **your** return to **your home** has been delayed due to **your** bodily injury, **illness** or disease.

B. Additional cover on your return home following hospitalisation abroad:

- a) Aftercare - **we** will pay **you** up to the amounts shown below for treatment given, prescribed or costs authorised by a **doctor** in **your home country** and agreed by **us** following bodily injury or **illness** resulting from inpatient treatment during a **trip** outside of **your home country**, up to:
 - i) **£500** for the employment of home-help provided this was not available to **you** before **your trip**;
 - ii) **£3,000** for the cost of emergency cosmetic medical treatment to repair damage to **your** soft facial tissue;
 - iii) **£300** towards dental treatment;
 - iv) **£750** for the cost of further physiotherapy treatment.
- b) Convalescence - **we** will pay **you** up to **£750** towards the cost of a convalescence **trip** in **your home country** in the event that **you** are hospitalised for more than 5 days outside **your home country** and we have accepted **your** claim under Section B1 - A. Emergency medical & associated expenses. **Your** policy will be extended to cover **your** convalescence **trip** up to a maximum of 31 days. The convalescence **trip** must be taken within 3 months of **your** return to **your home country**.

C. UK trip Non-Medical Cover:

up to **£10,000** for non-medical and other expenses incurred within the **UK** for the following expenses caused by **you** becoming **ill** or dying during the **period of insurance**, as long as the expenses are necessary:

- a) extra accommodation (room only) expenses, incurred until such time as when, in the opinion of the **doctor** in attendance and the assistance team, **you** are fit to travel;
- b) For the purposes of the following cover only 'Repatriation' will be defined as: **Repatriation** - **your** return to a hospital within the location of **your home** as approved by **us** or the assistance team.
the extra cost of returning to **your home**, including **repatriation** expenses if this is medically necessary;
- c) extra travel and accommodation (room only) expenses for one person who has to either stay with **you** or travel to **you** to escort **you home** if **you** are seriously ill or injured;
- d) the extra cost of bringing **your** body or ashes **home**;
- e) extra charges necessarily incurred to recover **your** car and **your personal possessions** to **your home** if **you** and no other person travelling with **you** at the time of **your** discharge from hospital are able to drive the car.

For each insured-person this insurance will not cover:

- A.a)- the policy excess of each and every claim, per incident for each **insured-person** as shown in the Schedule of Benefits table on page 1, except when **you** have used a European Health Insurance Card (EHIC)/Global Health Insurance Card (GHIC) or other mutual agreement between countries to obtain a reduction in medical cost when this is reduced to NIL;

- any elective or pre-arranged treatment or any routine non-emergency tests or treatment of any description, this includes complications as a result of elective, pre-arranged or cosmetic treatment, received whilst abroad;
- any treatment or hospitalisation which can be reasonably expected;
- the cost of private treatment where adequate state facilities are available;
- the cost of replenishing supplies of any medication **you** were using at the start of the **trip**, or further treatment for any **medical condition you** had at the start of **your trip**;
- any claim where **you** went against Foreign, Commonwealth & Development Office (FCDO), government, local authority or medical advice relating to any infectious disease *including* COVID-19;
- any claim where the risk associated with bringing **you home** is greater than the risk of **you** remaining in resort;
- any claim where **your return home** would present unnecessary risk to other travellers;
- the cost of any additional accommodation expenses which exceed the standard of that originally booked or any costs for food or drink;
- the cost of taxi fares for anyone other than the patient, telephone calls, faxes or any expenses for food or drink;
- the cost of bringing **you home** before **we** consider it clinically suitable and there is appropriate medical treatment available locally;
- medical costs in excess of fair and reasonable level of charging;
- any claim that is caused by:
 - the cost associated with the diversion of an aircraft due to **your** accidental death, injury or **illness**;
 - **repatriation** unless this is deemed medically necessary by the assistance team.

A.a)i)- any services or treatment received by **you** within **your home country**, except where **you** are on a **UK cruise**;

- any services or treatment received by **you**, including any form of cosmetic surgery or any treatment that in the opinion of the assistance team, in consultation with **your treating doctor**, can reasonably wait until **you** return to **your home country**;
- any services or treatment received by **you**, after the date on which in the opinion of the assistance team **you** can safely return **home**, that would exceed the cost of **your repatriation**;
- repairs to or for the provision of artificial limbs or hearing aids;
- in-patient treatment that has not been notified to and agreed by the assistance team;
- any extra costs for single or private accommodation in a hospital or nursing home;
- any costs for treatment, including exploratory tests, that has no relationship with the **illness** or injury on which the claim is being made.

A.a)ii)- additional hotel accommodation expenses which exceed the standard originally booked;

- additional **flights** which exceed the standard of that originally booked unless medically necessary and agreed by the assistance team.

A.a)iii)- **your** burial or cremation in **your home country**.

A.b)- emergency dental work costing more than **£250** Silver or **£400** Gold.

- repairs to or for the provision of dentures, crowns or veneers.
- any dental work involving the use of precious metals.
- any dental work or treatment which could wait until **your return home**.

A.d)- any claim where **your** pet's stay does not exceed the pre-booked period of accommodation.

C. - any costs incurred either directly or indirectly for services received for in-patient treatment in the **UK** other than as provided for in e).

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies' (including any treatment, tests and associated illnesses for non-declared **existing medical conditions**).

If you need to claim:

FOR MEDICAL EMERGENCIES +44 (0) 203 829 6745

Call the assistance team 24 hours a day, 7 days a week, 365 days a year, from anywhere in the world.

For non-emergency cases, visits to **doctors**, hospital outpatients, or pharmacies **you** must keep and provide **us** with all (original) receipts accounts and medical certificates.

Note: we will pay a maximum of **£80** to **your doctor** for medical records/completion of a medical certificate, that have been requested by **us**.

For cases where the assistance team were informed please provide (in addition to the above) **your** case number or name of the person **you** spoke to and a photocopy or scanned image of **your** EHIC/GHIC card (available if **you** are a **UK** or **BFPO resident** - please note if **you** reside in the Isle of Man or the **Channel Islands** **you** are not eligible for an EHIC/GHIC) or details of any other reciprocal health arrangement **you** used.

For aftercare claims: send **us** written confirmation (at **your** own expense) from **your doctor** in the **United Kingdom, Channel Islands** or **BFPO** of the need for treatment.

For convalescence claims: **you** will need to provide receipts for **your trip**.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B2 - State Hospital Benefit

For each insured-person this insurance will pay:

under **your** selected cover option, as specified in **your** Policy Schedule:

£30 per 24 hours up to **£1,000** Silver

£50 per 24 hours up to **£1,500** Gold

if **you** are admitted as a hospital in-patient in a public hospital abroad or confined to **your trip** accommodation during the period of the **trip**, in addition to the fees and charges paid under Section B1 - A. Emergency Medical & Associated Expenses.

We will also pay **you** up to a maximum **£250** towards the cost of **your** pre-paid excursions that **you** are unable to go on during **your trip** due to having to isolate as a result of an infectious disease including Covid-19.

For each insured-person this insurance will not cover:

Any payment when **you** are in a private hospital or clinic.

Any payment if **you** cannot provide **us** with the booking confirmation/invoices for **your** pre-paid excursions.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

If you need to claim:

Keep all receipts and accounts and medical certificates.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B3 - Curtailment / Loss of Holiday

For each insured-person this insurance will pay:

under **your** selected cover option, as specified in **your** Policy Schedule, up to:

£2,500 Silver

£5,000 Gold

for **your** proportion of:

- pre-paid **excursions** (limited to **£250** Silver or **£500** Gold) booked before **you** go on **your trip**,
- loss of accommodation,
- foreign car hire *and*
- either **your** pre-booked return travel costs, or the cost of **your curtailment** travel costs, whichever is the greater,

that are directly related to **your trip**, which **you** have paid and cannot get back from anyone else in the first instance, or which cannot be transferred or used for another purpose due to **you** having to **curtail your trip** because the following happened after **you left home**, which **you** would not have been expected to foresee or avoid:

- you**, anyone insured on this policy, or a **travelling companion**, became **ill**, were injured or died during **your trip**;
- you**, anyone insured on this policy, or a **travelling companion**, were diagnosed with an infectious disease during **your trip** (including contracting Covid-19);
- you**, anyone insured on this policy, or a **family** member, were hospitalised or died due to Covid-19 during **your trip**;
- a **family** member, a **business associate**, or the person **you** were going to stay with became **ill** (excluding contracting Covid-19), was injured or died;
- your** pre-booked accommodation was damaged by a **natural disaster**, and alternative accommodation was not provided;
- you**, or a **travelling companion** were called for jury service or required as a witness in a court of law;
- you**, or a **travelling companion** had leave withdrawn and are in the armed forces (including reserves and territorial), emergency services, medical or nursing professions (in the public sector) or senior employees of the government.

- viii. as a result of fire, earthquake, storm, flood, riot or civil unrest; the Foreign, Commonwealth & Development Office (FCDO) or comparable prohibitive regulations by the government of the country **you** were due to visit and within 50 miles of **your** chosen destination, change the travel advice to all but essential travel.

This cover extends to include **loss of holiday** cover, where applicable, for a period in excess of 24 hours.

Note:

- **Your** unused proportion of **trip** costs will be calculated from the date of **your flight home**, payment will be made on the number of full days of **your trip** that are lost.
- **We** will pay either **your** pre-booked return travel costs, or the cost of **your curtailment** travel costs, whichever is the greater.

For each insured-person this insurance will not cover:

- any claim where **you** have not paid **your** excess or accepted it will be deducted from any settlement;
- any claim due to a **known event**;
- any claim as a result of any epidemic, or pandemic as declared by the World Health Organization (WHO) *except* due to **illness**;
- any claim due to Foreign, Commonwealth & Development Office (FCDO), government or local authority advice relating to any infectious disease;
- any claim where **you** ask **us** to pay for the cost of **your** original return ticket when **we** have paid for a new ticket or arranged **your** medical **repatriation**;
- any claim where **you** **curtailed your trip** because:
 - **you** could no longer afford to pay for the **trip**;
 - **you** did not want to continue travelling or had a fear of continuing **your trip**;
 - of an **existing medical condition** which **you** have not told **us** about and that **we** have not agreed to cover in writing;
 - of a normal pregnancy or childbirth where **you** were more than 29 weeks pregnant at the start of **your trip**.
- any claim where **you**, or a **travelling companion** are the defendant in a court of law;
- any claim where **you** did not obtain prior authority to take leave or **your** leave was cancelled on disciplinary grounds;
- any claim where **you** ask **us** to pay for a loss that is insured or guaranteed by any other existing protection, specifically Package Travel Regulations, ATOL, Air Passenger Rights, (including Civil Aviation Authority requirements), or ABTA protection, or from **your** credit card provider under s75 Consumer Credit Act, or any other specific legislation for transport or travel providers;
- any claim where **you** ask **us** to pay for any costs already accepted or offered by **your** transport and/or accommodation provider, even if this is a credit note or alternative travel arrangements;
- any claim where **you** are unable to prove **your** financial loss;
- any claim where **you** are unable to provide evidence from a medical professional confirming the **illness**, infectious disease, injury or death;
- any claim where anyone was showing symptoms of, or had been diagnosed with Covid-19 when this policy was purchased;
- any claim where **you** do not **co-operate** with **us**.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

Note: **you** may only claim under this section of cover or under Section A1 - Cancellation, Section B8 - Extended Journey Disruption, Section B9 - Delayed Departure or Section B10 - Missed Departure/Missed Connection, not under each section.

If you need to claim:

If **you** need to cut short **your trip** due to a medical necessity **you** will need a letter of confirmation from **your** treating **doctor** in resort and **you** must ring to confirm this with the assistance team **+44 (0) 203 829 6745**, **curtailment** claims will not otherwise be covered.

Inform **your** tour operator, travel agent, transport or accommodation provider immediately of **your** necessity to **curtail** and request a cancellation invoice confirming the number of nights missed.

Request a **curtailment** claim form and ensure that the medical certificate is completed by the **doctor** of the person whose injury, **illness** or death has caused the **curtailment**.

Note: **we** will pay a maximum of **£80** to **your doctor** for medical records/completion of a medical certificate, that have been requested by **us**.

You should keep any receipts or accounts given to **you**.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B4 - Personal Possessions

For each insured-person this insurance will pay:

under **your** selected cover option, as specified in **your** Policy Schedule:

- a) up to a total of:
£1,500 Silver or **£2,500** Gold for **your personal possessions**
and
£1,000 Silver or **£2,000** Gold for **your medical aids**,
to cover:
either i) the cost of repair of items that are partially damaged whilst on **your trip**, up to the market value of the item, allowing for age, wear and tear;
or ii) the market value of the item, allowing for age, wear and tear, for any items that are stolen, permanently lost or destroyed whilst on **your trip**.
- b) up to a total of **£250** to cover the purchase of **essential items** if **your personal possessions, medical aids** or prescribed medication are delayed due to being misplaced, lost or stolen on **your** outward journey from **your home country** for over 12 hours from the time **you** arrived at **your trip** destination.
You must keep all receipts for these items and send them in to **us** with **your** claim and any amount paid will be deducted from the final claim settlement if the items are permanently lost.
- c) up to a total of:
£250 Silver
£500 Gold
for the accidental loss of, theft of or damage to **your** prescribed medications.

For each insured-person this insurance will not cover:

- a) & c)- the policy excess of each and every claim, per incident for each **insured-person**, as shown in the Schedule of Benefits table on page 1;
Note: if a claim is also being made under Section B5 - Personal Money, Passport & Travel Documents, only one excess per **insured-person**, per incident, will be deducted.
- a) - more than **£300** Silver or **£500** Gold for any one article, **pair or set** of any kind, whether they are solely or jointly owned;
- more than **£500** Silver or **£750** Gold in total for **valuables** whether solely or jointly owned;
 - more than **£100** in respect of sunglasses;
 - more than **£100** for items lost or stolen from a beach or lido;
 - **ski equipment**;
 - the use of, or damage to, **drones**;
 - any claim for loss or theft where **you** have not notified the police, **your** carrier or tour operator's representative and obtained a written report;
 - any claim where **you** are unable to provide the damaged items on request or to prove the existence or prove the ownership/purchase of any item with an insured value in excess of **£100**;
 - loss of, or damage to, property that does not belong to **you** or any member of **your** family;
 - any claim that is the result of a domestic dispute;
 - any breakage or damage to fragile articles, paintings, works of art, sculptures, audio, video, computer, television equipment, musical instruments or household goods unless the breakage or damage is caused by fire, theft or in an accident to the motor vehicle in which they are being carried;
 - loss or damage due to atmospheric or climatic conditions, age, wear, tear, moth or vermin;
 - the cost of replacing or repairing dentures;
- b) - shoes, boots, trainers and the like;
- a) b)- & c) - any claim evidenced by any other report not specified in this section, unless otherwise agreed by **us**;
- the loss, theft or damage to:
 - films, tapes, cassettes, cartridges or discs other than their value as unused material unless purchased pre-recorded when **we** will pay up to the maker's latest list price;
 - SIM cards, mobile telephone prepayment cards, lost or stolen mobile telephone call charges, mobile telephone accessories, car keys or **duty free** items;
 - perishable goods, bottles, cartons and any damage caused by them or their contents;

- pedal cycles, prams, pushchairs or baby buggies except while they are being carried as luggage on **public transport**;
- any items more specifically insured elsewhere;
- **valuables** carried in any suitcases, trunks or similar containers when left **unattended**;
- **valuables** left **unattended** except where they are locked in a safe or safety deposit box where these are available or left out of sight in **your locked personal holiday or trip accommodation**;
- contact or corneal lenses or artificial limbs;
- money, bonds, coupons, stamps, negotiable instruments, securities or documents of any kind;
- **personal possessions** or **medical aids** left **unattended** away from **your personal holiday or trip accommodation** except **personal possessions** or **medical aids** (but not **valuables**) left between 6.00 a.m. and 11.00 p.m. local time (during daytime) in the locked boot or covered luggage area of a motor vehicle where entry was gained by violent and forcible means.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

If you need to claim:

For loss or damage claims during transit:

You must retain **your** tickets and luggage tags and report the loss or damage to **your** transport provider or their handling agents and obtain a Property Irregularity Report (PIR) form or its equivalent within 24 hours.

You must comply with the carriers conditions of carriage.

For all damage claims: **you** should retain the items in case **we** wish to see them, **you** will need to obtain an estimate for repairs or a letter confirming that the damage is irreparable.

For delay claims: for the purchase of **essential items you must** keep all receipts for these items and send them to **us** with **your** claim and any amount paid will be deducted from the final claim settlement, if the items are permanently lost.

For all losses: **you** should report to the Police as soon as possible, and within 24 hours of discovery, and obtain a written report and reference number from them. **You** should also report the loss to **your** tour operator's representative or hotel/apartment manager wherever appropriate.

Note: any item with a purchase price in excess of **£100** must be supported by original proof of ownership/purchase.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B5 - Personal Money, Passport & Travel Documents

For each insured-person this insurance will pay:

under **your** selected cover option, as specified in **your** Policy Schedule:

- for the loss or theft of **your personal money**, passport or **travel documents** during **your trip**, up to a total of:
£500 (limited to **£200** in cash) Silver
£1,000 (limited to **£500** in cash) Gold
 Cover commences up to 72 hours before **your trip** in respect of foreign currency only.
- up to a total of **£200** Silver or **£400** Gold for additional travel and accommodation expenses necessarily incurred to obtain a replacement passport whilst on **your trip**, if **your** passport is lost or stolen during **your trip**.

For each insured-person this insurance will not cover:

- the policy excess of each and every claim, per incident for each **insured-person**, as shown in the Schedule of Benefits table on page 1;
Note: if a claim is also being made under Section B4 - Personal Possessions, only one excess per **insured-person**, per incident, will be deducted.
 - more than **£200** Silver or **£500** Gold in total in cash or currency, whether solely or jointly owned;
 - loss or theft of **personal money** due to depreciation in value, currency changes or shortage caused by any error or omission;
 - loss or theft of travellers' cheques where the bank provides a replacement service;
 - any financial loss suffered as a result of **your** debit/credit card being lost or stolen;
- a)&b)- loss or theft of **your personal money**, passport or **travel documents** that are not:
- on **your** person;

- held in a safe or safety deposit box where one is available;
 - left out of sight in **your locked personal trip accommodation**;
 - any claim for loss or theft where **you** have not notified the Police, **your** carrier or tour operator's representative and obtained a written report;
- the cost of the replacement passport or **travel documents**;
 - any costs incurred before departure or after **you** return **home**;
 - any costs which are due to any errors or omissions on **your** passport or **travel documents**;
 - **your** failure to obtain the required passport or **travel documents**;
 - any expenses for a missed **flight** or alternative transport to return **home** due to the loss or theft of **your** passport or **travel documents**.
 - any expenses for food or drink.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

If you need to claim:

For all losses: **you** should report to the Police as soon as possible, and within 24 hours of discovery, and obtain a written report and reference number from them.

You should also report the loss to **your** tour operator's representative or hotel/apartment manager wherever appropriate.

For loss of personal money: **we** will require:

- exchange confirmations from **your home country** for foreign currency.
- where sterling is involved, documentary evidence of possession.

For a lost or stolen passport or travel documents: **you** will need to get a letter from the consulate, airline or travel provider where **you** obtained a replacement and keep all the receipts for **your** travel and accommodation expenses.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B6 - Personal Accident

For each insured-person this insurance will pay:

under **your** selected cover option, as specified in **your** Policy Schedule, a single payment for **your** accidental bodily injury whilst on **your trip**, that independently of any other cause, results in **your**:

	Benefit		
	17 years & under	18 to 69 years	70 years & over
a) Death			
Silver	£3,500	£7,500	£5,000
Gold	£3,500	£15,000	£5,000
b) Loss of Limb(s)/Sight			
total and permanent loss of sight in one or both eyes or total loss by physical severance or total and permanent loss of use of one or both hands or feet			
Silver	£7,500	£7,500	£5,000
Gold	£15,000	£15,000	£5,000
c) Permanent Total Disablement			
permanent and total disablement from engaging in paid employments or paid occupations of <u>any and every kind</u> , all occurring within 12 months of the event happening*			
Silver	£7,500	£7,500	Nil
Gold	£15,000	£15,000	Nil

*where **you** are not in any paid employments or paid occupations, this shall be defined as 'all **your** usual activities, pastimes and pursuits of any and every kind'.

For each insured-person this insurance will not cover:

More than 1 of the benefits that is a result of the same injury.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

If you need to claim:

In the event of death **we** will require sight of an original copy of the death certificate, for other claims please write describing the circumstances of the accident and its consequences, and **you** will be advised what further documentation is required.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B7 - Personal Liability

For each insured-person this insurance will pay:

under **your** selected cover option as specified in **your** Policy Schedule, up to **£2,000,000** plus costs agreed between **us** in writing, for an amount incurred due to any event occurring during the period of this insurance that **you** are legally liable to pay that relate to an incident caused by **you** and that results in:

- a) accidental bodily injury of any person;
- b) loss of, or damage to, property that does not belong to **you** or any member of **your** family and is neither in **your** charge or control nor under the charge or control of any member of **your** family;
- c) loss of, or damage to **your** trip accommodation which does not belong to **you** or any member of **your** family.

For each insured-person this insurance will not cover:

- c) the policy excess of each and every claim, per incident for each **insured-person**, as shown in the Schedule of Benefits table on page 1;
- a) b) & c) - any liability for loss of or damage to property or accidental bodily injury, **illness** or disease:
- where an indemnity is provided under any other insurance;
 - that is suffered by anyone who is under a contract of service with **you**, acting as a **carer**, whether paid or not, or any member of **your** family or **travelling companion** and is caused by the work **you** or any member of **your** family or **travelling companion** employ them to do;
 - that is caused by any deliberate act or omission by **you**;
 - that is caused by **your** own employment, profession or business or that of any member of **your** family.
 - that is caused by **your** ownership, care, custody or control of any animal;
 - that falls on **you** by agreement and would not have done if such agreement did not exist;
- any liability for injury, **illness** or disease suffered by **you** or any member of **your** family;
- compensation or any other costs caused by accidents involving **your** ownership, possession or control of any:
- land or building or their use either by or on **your** behalf other than **your** temporary **trip** accommodation;
 - mechanically propelled vehicles and any trailers attached to them;
 - aircraft, motorised skis, motorised waterborne craft or sailing vessel;
 - firearms or incendiary devices.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

If you need to claim:

Never admit responsibility to anyone and do not agree to pay for any damage, repair costs or compensation.

Keep notes of any circumstances that may become a claim so these can be supplied to **us** along with names and contact details of any witnesses, as well as any supporting evidence **we** may require.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B8 - Extended Journey Disruption

Applicable to Gold cover only

For each insured-person this insurance will pay:

- a) **£50** for each 12 hour delay up to a maximum of **£250** in respect of delayed departure provided **you** eventually travel; *or*
- b) i) up to **£3,000** in respect of unused travel and accommodation costs (including **excursions** up to **£250**) which **you** have paid or are contracted to pay and which **you** cannot recover from any other source;
- ii) up to **£1,000** for reasonable additional accommodation (room only) and transport costs incurred up to the standard of **your** original booking which **you** cannot recover from any other source;
- iii) up to **£200** for unused kennel, cattery or professional pet sitter fees which **you** have paid or are contracted to pay and which **you** cannot recover from any other source.

If as a result of:

1. an airport, port or airspace **you** are travelling from or through being closed for more than 24 hours from the date and time of **your** scheduled departure as shown on **your** ticket/itinerary and **your** departure is delayed or cancelled, and no other suitable alternative **flight** could be provided within 24 hours;
2. **Your** flight being diverted or re-directed after takeoff or;
3. **You** being denied boarding (because there are too many passengers for the seats available) and no other suitable alternative **flight** could be provided within 12 hours;
4. **You** having to move to other accommodation on arrival or at any other time during the **trip** because **you** cannot use **your** booked accommodation due to the insolvency of the accommodation providers or their booking agents, a **natural disaster** and/or volcanic ash clouds or landslide or an outbreak of food poisoning.

For each insured-person this insurance will not cover:

- **trips** where **you** do not have a return date scheduled at the time the airspace, airport or port is closed;
- any claim as a result of any epidemic or pandemic as declared by the World Health Organization (WHO);
- any claim due to Foreign, Commonwealth & Development Office (FCDO), government or local authority advice relating to any infectious disease *including* COVID-19;
- deposits, unused travel and accommodation costs or unused kennel, cattery or professional pet sitter fees in excess of those shown in the booking conditions of the travel or accommodation provider or for which **you** receive or are expected to receive compensation or reimbursement;
- any costs where these are recoverable from **your** travel and/or accommodation provider;
- any costs where **you** received or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance;
- any costs incurred by **you** which are recoverable from **your** credit/debit card provider or for which **you** receive or are expected to receive compensation or reimbursement;
- any accommodation costs, charges and expenses where the **public transport** operator has offered reasonable alternative travel arrangements;
- any costs for normal day to day living such as food and drink which **you** would have expected to pay during **your** **trip**;
- any claim for administration costs charged by **your** travel and/or accommodation provider in respect of obtaining a refund or documentary evidence in support of **your** claim;
- the cost of Air Passenger Duty (APD) whether irrecoverable or not;
- circumstances known to **you** before **you** purchased this insurance or at the time of booking any **trip** which could reasonably have been expected to lead to a claim under this section;
- **your** disinclination to travel, for whatever cause;
- travel tickets paid for using any airline mileage reward scheme, (for example Avios) unless evidence of specific monetary value can be provided;
- accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme, in addition any property maintenance costs or fees incurred by **you** as part of **your** involvement in such schemes are not covered;
- any unused travel costs arising from the insolvency of **your** transport provider;
- any cost if **your** **trip** was booked as part of a package holiday (as more fully described under The Package Travel, Package Holidays and Package Tour Regulations 1992) except under:
 - **For each insured-person this insurance will pay**, sub section a); *or*
 - **For each insured-person this insurance will pay**, sub section b) any cost relating to travel/transport and accommodation costs and kennel, cattery or professional pet sitter fees which do not form part of **your** package holiday;
- claims arising directly or indirectly from:
 - strike, industrial action or a directive prohibiting all travel or all but essential travel, to the country or specific area or event to which **you** were travelling, existing or being publicly announced by the date **you** purchased this insurance or at the time of booking any **trip**;
 - an aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which **you** are travelling;
 - denied boarding due to **your** drug use, alcohol or solvent abuse or **your** inability to provide a valid passport, visa or other documentation required by the **public transport** operator or their handling agents;

- any claim relating to airspace closure which has been caused and implemented because of a breakdown in legal agreements between the **United Kingdom** and another country.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

Note: **you** may only claim under either a) or b) under this section of cover or under Section A1 – Cancellation Charges, Section B3 – Curtailment/Loss of Holiday, Section B9 – Delayed Departure, Section B10 – Missed Departure/Missed Connection or Section B11 – Travel Risks if the same costs and charges are also covered, not under each section.

If you need to claim:

Inform **your** tour operator, travel agent, transport or accommodation provider **immediately** of **your** necessity to cancel and request a cancellation invoice.

Provide documentary evidence if **you** have been unable to obtain a refund.

Obtain written confirmation from **your** transport provider or their handling agents that shows the scheduled departure time, the actual departure time and reason for the cancellation, delay or diversion.

Obtain written confirmation from **your** transport provider or their handling agents that shows **you** have been denied boarding.

Obtain written confirmation from the provider of the accommodation, the local police or relevant authority that **you** could not use **your** accommodation and the reason for this.

Provide receipts for necessary expenses incurred.

Note:

- **you** must check in, according to the itinerary supplied to **you** unless **your** tour operator has requested **you** not to travel to the departure point.
- payment for additional accommodation/transport will only be considered where **your** provider or their handling agents have not been able to offer **you** suitable alternative arrangements.
- **you** must comply with the terms of contract of the travel agent, tour operator or **public transport** operator and seek financial compensation, assistance or a refund of **your** ticket from them, in accordance with the terms and/or (where applicable) **your** rights under EU Air Passengers Rights legislation in the event of cancellation, long flight delays or **you** are denied boarding.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B9 - Delayed Departure

For each insured-person this insurance will pay:

under **your** selected cover option, as specified in **your** Policy Schedule:

- 1 **£50** for each 12 hour delay up to a maximum of **£200** Silver
£60 for each 12 hour delay up to a maximum of **£240** Gold

if the departure of **your** international **flight**, international train or sailing, on **your** outward or return journey, is delayed for more than 12 hours from its scheduled departure time from **your international departure point** and **your** possessions have been checked in;

or

- 2 up to **£2,500** Silver
up to **£5,000** Gold

for the cancellation of **your trip** if **your** possessions have been checked, and:

- **your** outward journey is delayed for more than 12 hours at the airport, rail terminal or port;

or

- **you**, or anyone insured on this policy, were denied boarding by **your** transport provider on the outward journey of **your trip** due to having or being suspected of having an infectious disease including Covid-19;

and **you** wish to abandon the **trip**.

For each insured-person this insurance will not cover:

- 1&2- the cost of any accommodation, food, drink, telephone calls or faxes;
 - any claim that is due to the failure of any transport or accommodation provider, their agent or anybody who is acting as **your** agent;
 - any claim as a result of any epidemic or pandemic as declared by the World Health Organization (WHO);
 - any claim due to Foreign, Commonwealth & Development Office (FCDO), government or local authority advice relating to any infectious disease **including** COVID-19;

- any compensation unless **you** have checked in **your** possessions and obtained written confirmation from **your** airline, railway company, shipping line or their handling agents that shows the reason for the delay, the scheduled departure time and the actual departure time of **your flight**, international train or sailing;
 - any compensation where the airline, railway company or shipping line or their handling agents provide alternative transport that departs within 12 hours of the booked departure time;
 - any compensation when **your** tour operator has rescheduled **your flight** itinerary;
 - any claim where **you** have not pre-booked, where **you** have a stand-by ticket and do not have confirmed space or that is due to the aircraft being over booked;
 - any delay due to the diversion of aircraft after it has departed.
- 1 - missed connections outside **your home country**.
 - 2 - the policy excess of each and every claim, per incident for each **insured-person**, as shown in the Schedule of Benefits table on page 1;
 - abandonment where the **trip** is of two days duration or less;
 - any claim outside of **your home country**.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

Note: **you** may only claim under either 1) or 2) under this section of cover or under Section B8 – Extended Journey Disruption or Section B10 – Missed Departure/Missed Connection, not under each section.

If you need to claim:

Obtain written confirmation from **your** transport provider or their handling agents that shows the scheduled departure time, the actual departure time and reason for the delay of **your** international **flight**, international train or sailing.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B10 - Missed Departure / Missed Connection

For each insured-person this insurance will pay:

under **your** selected cover option, as specified in **your** Policy Schedule, up to **£1,000** for reasonable additional transport and accommodation (room only) to get **you** to **your** overseas destination or to reach **your home**, if:

- a) the car in which **you** are travelling to **your international departure point** becomes un-driveable due to mechanical failure or being involved in an accident, *or*
- b) **your public transport** is delayed, preventing **you** from getting to **your international departure point** in time to check in, *or*
- c) there is a delay involving the car in which **you** are travelling because of unexpected and unforeseen heavy traffic or road closures, that were sufficiently severe to warrant reporting on a recognised motoring association web site, Highways Agency website, on television, news bulletins or in the press, *or*
- d) **your** outward or inward **flight** is delayed and **you** miss **your connecting flight** outside the **United Kingdom**, the **Channel Islands** or **BFPO**.

For each insured-person this insurance will not cover:

- the cost of any accommodation, food, drink, telephone calls or faxes;
- any claim that is due to the failure of any transport or accommodation provider, their agent or anybody who is acting as **your** agent;
- a)&b) - any claim arising from the failure of **public transport** services that is due to a strike or industrial action that started or that had been announced before the date of **your** departure from **home**.
- a)b)&c) - any claim that is a result of **your** failure to allow sufficient time for **your** journey to the **international departure point** to check-in by the time shown on **your** travel itinerary.

We will pay for you missing your connecting flight provided:

- d) - **you** have allowed sufficient time within **your** itinerary to enable **you** to make **your** connections given the normal operation of **your** outbound **flight** from **your international departure point**.
- the claim is not due to the delay of **your** outbound **flight** from **your international departure point** due to a strike or industrial action that started or that had been announced before the date of **your** departure from **home**.
- **you** are not claiming for **flight** arrangements where the airline concerned has provided alternative **flights** and accommodation, or a financial contribution towards these costs.

- **your connecting flight** was not scheduled to depart more than 10 hours after **your original flight** was due to arrive.
- **you** are not claiming for more than one **connecting flight**.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

Note: **you** may claim only under this section or under Section A1 – Cancellation or Section B3 – Curtailment/Loss of Holiday or Section B8 – Extended Journey Disruption or Section B9 – Delayed Departure, not under each section.

If you need to claim:

For missed departure:

Travelling by **public transport** - obtain written confirmation from **your** transport provider or their handling agents that shows the scheduled departure time, the actual departure time and reason for the delay.

Travelling by car - obtain written confirmation from the Police, a motoring organisation, roadside assistance company or similar, as proof of the delay.

For missed connections: obtain written confirmation from **your** airline or their handling agents that shows the scheduled departure time, the actual departure time and reason for the delay of **your flight** from **your international departure point**.

You will also need to provide **your** original itinerary and written confirmation that **you** did not catch **your connecting flight**.

For all claims: provide receipts for necessary expenses incurred.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B11 - Travel Risks

For each insured-person this insurance will pay:

under **your** selected cover option, as specified in **your** Policy Schedule:

- 1 **£100** per 24 hours up to **£2,500**, **you** are confined as a result of either hijack or kidnap, in excess of 24 hours.
- 2 **£250** if **you** are necessarily hospitalised and **you** receive inpatient hospital treatment which is covered under Section B1 - Emergency Medical & Associated Expenses, following a mugging attack.
- 3 **£750** for reasonable additional costs of travel and accommodation, necessarily incurred in the event that **your trip** is disrupted by a **natural disaster**, to the same standard as those on **your** booking, to enable **you** to continue **your trip** close to that originally booked if the pre-booked accommodation has been damaged by a **natural disaster**.

For each insured-person this insurance will not cover:

- 1&2- any claim where **you** are unable to provide **us** with proof of the incident, i.e. Police / authorities / medical report;
 - any claim where **you** are attacked or confined as a result of **your** illegal activity or reckless behaviour.
- 3 - any amounts recoverable from any other source;
 - any claim as a result of any epidemic or pandemic as declared by the World Health Organization (WHO) *except* due to **illness**;
 - any claim due to Foreign, Commonwealth & Development Office (FCDO), government or local authority advice relating to any infectious disease *including* COVID-19;
 - alternative transport **home**, missed **flights/connections**, food, drink, telephone calls or any other loss, unless specified in this policy;
 - any claim where the **natural disaster** had already happened before **you** left **home**;
 - any claim unless **you** are able to provide evidence of the necessity to make alternative travel arrangements;
 - **your trip**:
 - within the **United Kingdom** or **Channel Islands**;
 - formed as part of a tour operator's package holiday.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

Note: **you** may claim only under this section or under Section B8 – Extended Journey Disruption if the same costs and charges are also covered, not under each section.

If you need to claim:

For hijack, kidnap or mugging claims:

Provide **us** with a written Police report.

Obtain confirmation from the airline, carrier or their handling agents confirming period of confinement.

For natural disaster claims:

Provide written evidence from **your** tour operator to confirm the need to find alternative accommodation, stating the reason why this was necessary.

Provide **us** with **your** original booking confirmation.

Provide receipts for all expenses made.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B12 - Legal Advice & Expenses

For each insured-person this insurance will pay:

under **your** selected cover option, as specified in **your** Policy Schedule, up to:

£30,000 (**£60,000** policy maximum) Silver

£50,000 (**£100,000** policy maximum) Gold

for legal costs and expenses incurred in pursuing claims for compensation and damages due to **your** accidental death or personal injury whilst on the **trip** provided **we** always have complete control over the legal proceedings and the selection, appointment and control of lawyers and where a claim occurs **you** will supply any reports or information and proof to **us** and the claims office as may be required.

For each insured-person this insurance will not cover:

- any costs to pursue a claim against a carrier, travel agent, tour operator, tour organiser, the insurers or their agents or the claims office;
- any claims for legal proceedings through the contingency fee system in the USA or Canada;
- any legal action where the estimated amount that will be recovered is less than **£500**;
- any legal expenses where **we** consider **you** are unlikely to obtain a reasonable settlement;
- any costs that can be considered under an arbitration scheme or a complaints procedure;
- any legal expenses incurred without **our** prior authorisation or that of the claims office;
- any claim made by **you** against another **insured-person** who is a member of **your** family, a **business associate**, friend or **travelling companion**, whether insured by **us** or another provider;
- any claim for damage to a mechanically propelled vehicle.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

Please Note:

- **we** will not pay legal expenses to bring proceedings in more than one country in respect of the same event;
- if **you** are awarded compensation and receive payment then all sums paid out by **us** shall be paid out of that compensation.

If you need to claim:

If **you** have an accident abroad and require legal advice **you** should contact:

Pennington Manches LLP, 31 Chertsey Street, Guildford, Surrey GU1 4HD

They will arrange for up to **30** minutes of advice to be given to **you** by a lawyer.

To obtain this service **you** should telephone: **0345 241 1875**

Open Monday to Friday 8.30am to 7.00pm.

Section B13 - Gadget Cover

Important Note

We will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Definitions for this section

The following additional key words or phrases have the same meaning wherever they appear in this section. These definitions apply to this section only.

Accessories - items such as but not limited to, chargers, protective cases, headphones and hands free devices costing less than **£150**, that are used in conjunction with **your gadget** but excludes SIM cards and wearables. A **UK evidence of ownership for accessories** will need to be provided at point of claim.

Accidental Loss/Accidentally Lost - means that the **gadget** has been accidentally left by **you** in a location and **you** are permanently deprived of its use.

Checked-in Baggage - suitcases, holdalls or rucksacks that have been checked-in by **your** transport provider and placed in the luggage hold of flight/train/sailing/coach in which **you** are booked to travel.

Co-operate - provide **us** with any information **we** may reasonably request to enable **us** to verify **your** claim.

Eligibility Criteria - a **gadget** must be in good working order and in **your** possession when **you** start **your** trip and:

- purchased as new in the **UK**, or, if purchased as refurbished, was not purchased direct from the manufacturer or network provider in the **UK**. Any device that was purchased as second hand or used, that is not a refurbished device that was sold with a minimum 12 month warranty
- not more than 48 months old at the date **you** started **your** trip.

Evidence of Ownership - a document to evidence that the item(s) **you** are claiming for belongs to **you**. This can be a copy of the till receipt, delivery note, **UK** gift receipt, bank or credit card statements.

Gadget(s) - means a handheld consumer electronic device such as mobile phones, tablets, iPads, kindles, satnavs, cameras, lenses, camcorders, smart watches, smart glasses, head mounted displays, hand held games consoles, portable DVD players, headphones, wireless speakers, MP3 players, iPods and **laptop computers**. There is no cover provided under this section for drones.

Immediate Family - **your** mother, father, son, daughter, spouse or domestic partner or other family members who resides with **you** at **your** home.

Laptop Computer - a portable computer that includes a screen, keyboard and track pad or track ball.

Precautions - all measures that it would be reasonable to expect a person to take in the circumstances to prevent accidental loss, damage or theft of their **gadgets**, such as keeping the **gadget** concealed when **you** are in a public place and **gadget** is not in use.

Unattended - neither on **your** person or within **your** sight and reach.

Note: **you** must refer to the 'Definition of Words' section of this policy, which will also apply.

We will pay up to the limits shown within this section:

1. If your gadgets are lost or stolen

If this happened:

Your gadget was lost or stolen during **your** trip.

This is what we will do:

- **We** will arrange for **your** gadget to be replaced with a similar refurbished make and model up to a maximum value of **£1,000** Silver or **£1,500** Gold.
- **We** will pay **you** up to **£10,000** for the reimbursement of unauthorised calls or data download if **your** mobile phone is **accidentally lost** or stolen whilst on **your** trip and is used fraudulently.

But we won't do anything if:

- **your** laptop computer is **accidentally lost**;
- **your** gadget falls outside **our** eligibility criteria;
- **you** are unable to provide **evidence of ownership**;
- **your** gadget was in the possession of a third party (other than a member of **your** immediate family) at the time of the event giving rise to a claim under this insurance;
- **your** gadget was placed in **checked-in baggage**;
- **you** did not notify any loss or theft to the police, **your** carrier or tour operator's representative and obtain a local independent written report during **your** trip;
- **your** claim is for a mobile phone and **you** did not notify **your** service provider and blacklist **your** handset;
- **you** did not take all available **precautions**;
- when away from **your** accommodation **your** gadget was not concealed on or about **your** person when not in use;
- the **gadget** is left **unattended** when it is away from **your** holiday accommodation (including being in luggage during transit);
- **your** gadget was left **unattended** in any motor vehicle, where **you** or someone acting on **your** behalf is not in the vehicle, unless the **gadget** has been concealed in a locked boot, closed glove compartment or other closed internal compartment and all the vehicle's windows and doors have been closed and locked and all security systems have been activated. A copy of the receipt for any repairs made following damage in gaining entry to the locked vehicle must be supplied with any claim;
- **your** gadget was left **unattended** in **your** holiday accommodation, unless the theft involves force in gaining entry to or exit from the building or premises, resulting in damage to the building or premises. A copy of the receipt for any repairs made following damage in gaining entry must be supplied with any claim;

- **you** ask **us** to reimburse unauthorised calls or data if **you** did not report the loss or theft of **your** mobile phone to the service provider within 24 hours of discovery and **you** have not provided an itemised bill from **your** service provider;
- **you** do not **co-operate** with **us**;
- **you** do not pay **your** excess fee of **£50**.

2. If your gadgets are accidentally damaged

If this happened:

Your gadget was accidentally damaged during **your** trip.

This is what We will do:

We will arrange for **your** gadget to be repaired or, if it cannot be repaired, replaced with a similar refurbished make and model up to a maximum value of **£1,000** Silver or **£1,500** Gold.

But we won't do anything if:

- **your** gadget was placed in **checked-in baggage**;
- **your** gadget falls outside **our** eligibility criteria;
- **your** gadget has been damaged by radiation, atmospheric or climatic conditions, age, or wear and tear;
- **you** ask **us** to repair any cosmetic damage, including scratches, dents and other visible defects that do not affect safety or performance.
- **you** are unable to provide **evidence of ownership**;
- **you** did not take all available **precautions**;
- **you** do not **co-operate** with **us**;
- **you** do not pay **your** excess fee of **£50**.

3. If your accessories are accidentally lost or stolen with your gadget

If this happened:

Your accessories were accidentally lost, stolen or damaged at the same time as **your** gadget during **your** trip.

This is what we will do:

We will replace **your** accessories up to a maximum value of **£150**.

But we won't do anything if:

- **your** gadget and / or accessories were placed in **checked-in baggage**;
- **you** do not have a valid claim under point 1. 'If your gadgets are lost or stolen' or point 2. 'If your gadgets are accidentally damaged' within this section;
- **your** accessories have been damaged by atmospheric or climatic conditions, age or wear and tear;
- **you** ask **us** to repair any cosmetic damage, including scratches, dents and other visible defects that do not affect safety or performance;
- **you** are unable to provide **evidence of ownership**;
- **you** do not **co-operate** with **us**.

Section B14 - Winter Sports

This section is only in force if shown on **your** Policy Schedule and the appropriate additional premium has been paid.

Please refer to page 8 for the definition of **winter sports** activities which are covered.

For each insured-person this insurance will pay:

under **your** selected cover option, as specified in **your** Policy Schedule:

1. Ski Equipment

in respect of loss or damage to **your** own **ski equipment**, up to:

£500 Silver

£750 Gold

for **ski equipment** taken with **you** or purchased on **your** trip but subject to the limits as set out below in respect of a single article, **pair or set** or loss of hired **ski equipment** which is **your** responsibility.

- Single article, **pair or set** limit:

£300 Silver

£500 Gold

- Hired **ski equipment** lost/damaged:

£150 Silver

£250 Gold

2. Delayed Ski Equipment

up to:

£200 Silver

£300 Gold

for the cost of hiring replacement **ski equipment** if **your** own **ski equipment** is delayed due to being misplaced, lost or stolen on **your** outward journey for over 12 hours from the time **you** arrived at **your** trip destination.

3. Loss of ski pack

up to:

£300 Silver

£500 Gold

for a proportional refund following the loss of use of **your ski pack** following **your** injury or **illness** during **your trip** (as confirmed by **your** treating **doctor**).

4. Avalanche / Weather Delay

up to:

£200 Silver

£500 Gold

for additional transport and/or accommodation, if because of the prevention of access due to an avalanche or severe weather conditions, **you** are delayed for more than 12 hours and unable to reach or leave **your** pre-booked resort.

5. Piste Closure

up to:

£30 for each full 24 hours up to **£300** Silver

£50 for each full 24 hours up to **£500** Gold

if **you** are unable to ski due to the lack of snow which results in the total closure of skiing facilities in the resort, provided **you** are skiing north of the earth's equator between 1st January and 30th April, or south of the earth's equator between 1st June and 31st October and at a destination of higher than 1,600 metres above sea level.

For each insured-person this insurance will not cover:

You unless **you** are accompanied by, or have access to, an experienced and / or suitably qualified instructor or guide.

You unless **you** are properly supervised, taking part in an organised event or activity arranged by a recognised provider.

You unless **you** use natural or purpose built facilities approved by the activities local or national regulatory authorities.

- the policy excess of each and every claim, per incident for each **insured-person**, as shown in the Schedule of Benefits table on page 1 - **ski equipment** (own) only.
 - more than:
 - 60%** of the original purchase price for skis over **6** months old and less than **1** year old;
 - 50%** of the original purchase price for skis over **1** year old and less than **2** years old;
 - 40%** of the original purchase price for skis over **2** years old and less than **3** years old;
 - 25%** of the original purchase price for skis over **3** years old and less than **5** years old.
 - skis over **5** years old.
 - **ski equipment** left unattended away from **your** personal holiday or **trip** accommodation except **ski equipment** left between 6.00 am and 11.00 pm local time (during daytime) in the locked boot or covered luggage area of a motor vehicle where entry was gained by violent and forcible means.
 - any claim where **you** are unable to provide the damaged items on request or to prove the existence or prove ownership/purchase or responsibility of any items.
 - any claim for loss or theft where **you** have not notified the Police, **your** carrier or tour operator's representative and obtained a written report.
 - any claim evidenced by any other report not specified in this section, unless otherwise agreed by **us**.
- any claim where a claim has not been made for emergency medical expenses.
- any costs where **your** tour operator, transport provider or accommodation provider arranges alternative transport and / or accommodation.
- any compensation where **your** tour operator provides a payment or provides travel to an alternative resort.
 - any compensation for the first full day in **your** resort.
 - any compensation where **your trip** was booked within 14 days of travel.
 - any compensation where **you** fail to obtain written confirmation from the ski lift and / or ski school operator confirming the closure of facilities, stating the reason for closure and the date and time of closure and date and time it reopened.
 - any compensation when **you** are not in the resort where **you** were booked to ski.
 - failure to ski due to the breakdown or damage to the ski lift.

- failure to ski due to severe weather conditions.

No cover is provided under this section due to anything mentioned in the policy 'Conditions & Exclusions Applying to Your Policies'.

If you need to claim:

For all loss or damage claims during transit: **you** need to retain **your** tickets and luggage tags, report the loss or damage to the transport provider or their handling agents, and obtain a Property Irregularity Report (PIR) form or its equivalent within 24 hours.

For all damage claims: keep the items in case **we** wish to see them. **You** will need to obtain an estimate for repairs or a letter confirming that the damage is irreparable.

For delay claims: for the hire of **ski equipment** **you** must keep all receipts for these items and send them to **us** with **your** claim.

For all losses: **you** should report to the Police as soon as possible, and within 24 hours of discovery, and obtain a written report and reference number from them. **You** should also report the loss to **your** tour operator's representative, hotel/apartment manager or ski slope operator, wherever appropriate.

For piste closure or avalanche closure claims: **you** will need to obtain a letter from **your** tour operator or transport provider stating the reason for closure, the date and time of the closure and the date and time it re-opened.

Please also refer to the contact details and the supporting information provided under the heading 'Making a Claim' at the back of this policy.

Section B15 - Travel Dispute

Gold policy cover is automatically included.

Silver policy cover is optional and will only be in force if shown on **your** Policy Schedule and the appropriate additional premium has been paid.

Definition of words applicable to this section of cover only

The words or expressions detailed below have the following meaning wherever they appear, the definitions will start with a capital letter.

Note: **you** must refer to the 'Definition of Words' section of this policy which will also apply, policy definitions are shown in bold.

Agent - the Agent appointed by the coverholder to transact this insurance with **you**.

Authorised Professional - a solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **us** under the terms and conditions of this policy to represent **your** or an **insured person's** interests.

Claims Specialist - **our** own claims panel solicitor or claims handler.

Court - a Court, tribunal or other competent authority.

Event - the initial Event, act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

Legal Proceedings - when formal Legal Proceedings are issued against an opponent in a Court of Law.

Policy Schedule - the document that shows details of **you** and the insurance and is attached to and forms part of this policy.

Professional Fees - Legal Fees and costs properly incurred by the Authorised Professional, with **our** prior written authority including costs incurred by another party for which **you** are made liable by Court Order, or may pay with **our** consent in pursuit of a civil claim in the geographical limits arising from an insured incident. In the event that the matter falls within the limits of a Small Claims Court, the maximum amount payable to the Authorised Professional shall be limited to the maximum amount recoverable from that respective Court.

Prospects of Success - at least a 51 % chance of the **insured-person(s)** achieving a favourable outcome.

Standard Professional Fees - the level of Professional Fees that would normally be incurred by **us** in either handling this matter using **our** own Claims Specialist or a nominated Authorised Professional of **our** choice.

Territorial Limits - Worldwide but only where Legal Proceedings can be brought in a **UK** or European Union (EU) country's Court jurisdiction.

Time of Occurrence - when the Event occurred or commenced whichever is the earlier.

Cover:

You have paid the premium and supplied to **us** a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy. Upon payment of the policy excess if applicable **we** will indemnify **you** in accordance with **our** Standard Professional Fees and where requested by **you** any other **insured-person** up to the limit of indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an insured Event within the Territorial Limits where **you** notify **us** within thirty (30) days of returning from the **trip** which is subject to the dispute and which may give rise to any claim under this policy.

For each insured-person this insurance will pay:

up to **£25,000** for the cost of pursuing a breach of contract claim arising from a contract (which must be evidenced and recorded in writing) entered into by or on **your** behalf for the purposes of undertaking a **trip** in order to seek compensation and or implementation of the contract from the following:

- a) **your** Tour Operator or Holiday Company;
- b) **your** Travel Agent;
- c) a Car Hire Company with whom **you** have pre-booked a vehicle;
- d) an Airline, Ferry, Train, Cruise Liner or Coach Operator;
- e) a Hotelier or Property Owner.

Subject to the cause of action arising within the Territorial Limits.

For each insured-person this insurance will not cover:

1. any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £150;
2. an Event not reported to **us** within 30 days of returning from the **trip** subject to the dispute;
3. Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid;
4. actions pursued in order to obtain satisfaction of a judgement or legally binding decision;
5. the **insured-person's** travelling expenses, subsistence allowances or compensation for absence from work;
6. any claim where the Event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance.

General Exclusions applying to this section

Note: please also refer to the policy 'Conditions & Exclusions Applying to Your Policies'.

This insurance does not cover:

1. Professional Fees incurred:
 - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
 - b) where the **insured person** should have realised when purchasing this insurance that a claim under this insurance might occur;
 - c) before **our** written acceptance of a claim;
 - d) before **our** approval or beyond those for which **we** have given **our** approval;
 - e) where **you** fail to give proper instructions in due time to **us** or to the Authorised Professional;
 - f) where **you** are responsible for anything which in **our** opinion prejudices **your** case;
 - g) if **you** withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for **you**;
 - h) where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All costs incurred up until this stage will become **your** responsibility;
 - i) in respect of the amount in excess of **our** Standard Professional Fees where **you** have elected to use an Authorised Professional of **your** own choice;
2. the pursuit, continued pursuit or defence of any claim if **we** consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
3. claims which are conducted by **you** in a manner different from the advice or proper instructions of **us** or the Authorised Professional;
4. appeals unless **you** notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **we** consider the appeal to have reasonable Prospects of Success;
5. any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
6. damages, fines or other penalties **you** are ordered to pay by a Court, tribunal or arbitrator;
7. claims arising from an Event arising from **your** deliberate act, omission or misrepresentation;

8. any Professional Fees relating to **your** alleged dishonesty or deliberate and wilful criminal acts or omissions;
9. a dispute which relates to any compensation or amount payable under a contract of insurance;
10. a dispute with **us** not dealt with under the 'Arbitration' condition;
11. an application for judicial review;
12. any Professional Fees incurred in defending or pursuing new areas of law or test cases;
13. any claim involving medical or clinical negligence or pharmaceutical or any related claims (including but not limited to tobacco products);
14. any claim arising from a stress or psychological related condition;
15. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an **insured person** including but not limited to any personal guarantee and investment in unlisted companies;
16. Legal Proceedings outside the European Union (EU) and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
17. Legal Proceedings between an **insured person** and a central or local government authority;
18. disputes between an **insured person** and their family or a matrimonial or co-habitation dispute;
19. any claims made or considered against **us**, the Agent or Authorised Professional used to handle any claim;
20. any claims relating to cosmetic treatment, surgery or tanning;
21. Professional Fees incurred that exceed the maximum amount recoverable from that respective Court in relation to matters that fall within Small Claims Court limits;
22. any direct or indirect liability, loss or damage caused:
 - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b) by computer viruses;This does not apply to Legal Proceedings connected with claiming compensation following **your** death or bodily injury.

General Conditions applying to this section

Note: please also refer to the policy 'Conditions & Exclusions Applying to Your Policies'.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

Observance

Our liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

Claims

You must tell **us** in writing within 30 days of returning from the respective **trip** about any matter, which could result in a claim being made under this policy, and must obtain in writing **our** consent to incur Professional Fees.

We will give such consent if **you** can satisfy **us** that there are reasonable Prospects of Success in pursuing or defending **your** claim and that it is necessary for Professional Fees to be paid and **you** have paid the excess.

We may require (at **our** discretion) **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If **we** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **we** decide that:

1. **Your** Prospects of Success are insufficient;
2. It would be better for **you** to take a different course of action;
3. **We** cannot agree to the claim.

We will write to **you** giving **our** reasons and **we** will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that **we** will pay under the policy in the pursuit continued pursuit or defence of any claim:

1. If **we** consider it is unlikely a sensible settlement will be obtained; or
2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or

3. **We** consider that it is unlikely that **you** will recover the sums due and or awarded to **you**.

Alternatively where it may cost **us** more to handle a claim than the amount in dispute **we** may at **our** option pay to **you** the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the event that **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any legal costs incurred to date will become **your** own responsibility and will be required to be repaid to the Insurer.

Claims notification & advice helpline service

All potential claims must be reported initially to the 'Travel Dispute Claims Notification & Advice Helpline Service' for advice and support.

Telephone: **01384 377 000**

We will not accept responsibility if the Helpline Services fail for reasons beyond **our** control.

Note: please also refer to the section 'Making a Claim' within this policy.

Representation

We will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by **us** will act on **your** behalf and **you** must accept **our** nomination.

If Legal Proceedings have been agreed by **us**, **you** may nominate **your** own Authorised Professional whose name and address **you** must submit to **us**. In selecting **your** Authorised Professional **you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the policy conditions.

Where **you** have elected to use **your** own nominated Authorised Professional **you** will be responsible for any Professional Fees in excess of **our** Standard Professional Fees.

Conduct of claim

1. **You** shall at all times co-operate with **us** and give to **us** and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at **your** own expense.
2. **We** shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the Authorised Professional which may be required for this purpose. **You** or **your** Authorised Professional shall notify **us** immediately in writing of any offer or payment into Court made with a view to settlement and **you** must secure **our** written agreement before accepting or declining any such offer.
3. **We** will not be bound by any promise or undertaking given by **you** to the Authorised Professional or by either of **you** to any Court, witness, expert or Agent or other person without **our** agreement.

Recovery of costs

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Fraud

We have the right to refuse to pay a claim or to void this insurance in its entirety if **you** make a claim which is in any respect false or fraudulent.

Due care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**.

Acts of Parliament

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the **United Kingdom**.

Arbitration

Any dispute between **you** and **us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If **we** cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Making a Claim

If **you** wish to claim, please follow the process detailed below.

For Sections A1, B1 to B12 & B14

You must notify **us** at the following address:

Free Spirit Flex Claims Department, P J Hayman & Company Limited
Stansted House, Rowlands Castle, Hampshire PO9 6DX

Download online claim forms: www.pjhayman.com/claims/

Tel: **02392 419 879** Monday to Friday 9am - 5pm, closed Bank Holidays

Email: claims@freespirittravelinsurance.com

Note: any and all correspondence relating to medical bills to be paid should be sent to **us** with **your** claim form, or if received afterwards sent on to **us** quoting **your** claim reference number.

You need to:

- produce **your** Policy Schedule confirming **you** are insured before a claim is admitted.
 - give **us** full details in writing of any incident that may result in a claim under any section of the policy at the earliest possible time.
 - provide all necessary information and assistance **we** may require at **your** own expense (including where necessary medical certification and details of **your** National Health number or equivalent and private health insurance).
- Note: **we** will pay a maximum of **£80** to **your** doctor for medical records/completion of a medical certificate, that have been requested by **us**.
- pass onto **us** immediately every writ, summons, legal process or other communication in connection with the claim.
 - provide full details of any House Contents and All Risks insurance policies **you** may have.
 - ensure that all claims are notified within 3 months of the incident occurring.
 - not abandon any property to **us** or the claims office.
 - not admit liability for any event or offering to make any payment without **our** prior written consent.

We can:

- make **your** policy void where a false declaration is made or any claim is found to be fraudulent.
- take over and deal with in **your** name the defence or settlement of any claim made under the policy.
- subrogate against the responsible party and take proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under the policy.
- obtain information from **your** medical records (with **your** permission) for the purpose of dealing with any claims. No personal information will be disclosed to any outside person or organisation without **your** prior approval.
- cancel all benefits provided by this policy without refund of premium when a payment has been made for cancellation or **curtailment** of the **trip**.
- not make any payment for any event that is covered by another insurance policy.
- only pay a proportionate amount of the claim where there is other insurance in force covering the same risk and to require details of such other insurance.
- settle all claims under the Law of the country that **you** live in within the **United Kingdom** or the **Channel Islands** unless **we** agree otherwise with **you**.
- submit any dispute arising out of this contract to the exclusive jurisdiction of the courts of the country that **you** live in within the **UK** or the **Channel Islands**.
- maintain **your** personal details in connection with an anti-fraud claims checking system.

For Section B13 - Gadget Cover

Visit our online claims portal: <https://bastion.davies-group.com>

Email: gadgetclaims@davies-group.com

Telephone: 0330 102 8698

Notify the claim administrators as soon as possible but ideally within 48 hours of your return to the UK.

For Section B15 - Travel Dispute

Telephone: 01384 377000

Claims must be notified within 30 days of returning from the trip which is the subject of the dispute and may give rise to any claim under this policy. Failure to do so could lead us to decline the claim.

Please also refer to 'General Conditions - Claims' under Section B15 within this policy.

For End Supplier Failure Insurance

Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to the following, by quoting your JustTravelcover.com Policy Schedule number, Free Spirit Flex Travel Insurance and reference: IPP ESFI V1-21

IPP Claims at Sedgwick

Oakleigh House, 14-15 Park Place, Cardiff CF10 3DQ. United Kingdom

Telephone: +44 (0) 345 266 1872

Email: insolvency-claims@ipplondon.co.uk

Website: www.ipplondon.co.uk/claims.asp

Your Right to Complain

If you wish to complain, please follow the process detailed below.

• Sale of the policy only:

The Office Manager, JustTravelcover.com

Victoria House, Toward Road, Sunderland SR1 2QF

Tel: 0333 033 0021

Email: admin@justtravelcover.com

• Section B13 - Gadget Cover only:

Claims Administrators, Customer Relations, Davies Group

Unit 8, Caxton Road, Fulwood, Preston PR2 9NZ

Tel: 0345 074 4810

Email: gadgetcomplaints@davies-group.com

• Section B15 - Travel Dispute:

Legal Insurance Management Ltd

1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF

Tel: 01384 377 000

Email: claims@legallim.co.uk

• End Supplier Failure Insurance only:

Compliance Officer, Liberty Mutual Insurance Europe SE

20 Fenchurch Street, London EC3M 3AW

Tel: +44 (0) 20 3758 0840

Email: complaints@libertyglobalgroup.com

Please quote your Policy Schedule number, Free Spirit Travel Insurance, reference: IPP ESFI V1-21 and your claim number.

If after making a complaint you are still not satisfied you may be entitled to refer the dispute to the Financial Ombudsman Service, details are shown within this section.

Sanctions - we will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Non-Assignment - no title, right or interest under this policy may be assigned, transferred, conveyed or otherwise disposed of without the consent in writing of the Insurer hereon. Any attempt to assign rights or interests without the Insurer's written consent is null and void.

• All other complaints:

Customer Insights Manager

1 Tower View, Kings Hill, West Malling, Kent ME19 4UY

Tel: 0203 829 6604

Email: complaints@policyholderclaims.co.uk

- If you are not satisfied with the outcome you may ask the Financial Ombudsman Service (FOS) to review your case.

Postal address: Exchange Tower, Harbour Exchange, London E14 9SR

Customer Helpline: 0800 023 4567

Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Other ways to get in touch:

(18002) 020 7964 1000 - calls using next generation text relay

0300 123 9 123 - calls cost no more than calls to 01 and 02 numbers

Please ensure your Policy Schedule number is quoted in all correspondence to assist a quick and efficient response.

Making a complaint will not affect your right to take legal action.

Sports & Activities

Activity Pack A - your insurance automatically covers you for the following activities:

- Aerobics
- Angling/Fishing
- Archery (amateur)
- Badminton (amateur)
- Banana Boating
- Baseball (amateur)
- Basketball (amateur)
- Beach Games
- Bowls
- Canoeing/River Canoeing (up to Grade 3)
- Clay Pigeon Shooting
- Cricket (amateur)
- Croquet
- Curling
- Cycling (other than specified)
- Fell Walking/Fell Running
- Fencing
- Football/Soccer (amateur)
- Golf (amateur)
- Hiking/Rambling/Trekking (under 2,000m altitude)
- Jet Boating
- Jogging
- Motorcycling (up to 50cc with licence appropriate to the cc, wearing a crash helmet - no racing)
- Netball (amateur)
- Orienteering
- Outward-bound Pursuits (ground level only)
- Paintballing
- Parascending/Parasailing (over water) towed by boat
- Pony Trekking
- Racquetball
- Roller Blading/Roller Skating
- Rounders
- Sail Boarding
- Sailing/Dinghy Sailing within Territorial Waters (inland/coastal waters within 12 miles)
- Skate Boarding
- Snorkelling
- Snooker/Pool/Billiards
- Squash (amateur)
- Surfing (amateur)
- Swimming
- Table Tennis
- Ten Pin Bowling

- Tennis (amateur)
- Tug of War
- Underground activities (as part of an organised excursion/tour)
- Volleyball (amateur)
- War games
- Water Polo (amateur)
- Water Skiing (amateur - inland/coastal waters within 12 miles, excluding jumping)
- Windsurfing (amateur) inland/coastal waters within 12 miles
- Weightlifting
- Work Abroad - Non Manual Work (including professional, administrative or clerical duties only)

Activity Pack B - premium required

- Aerial Safari
- Boxing Training (no contact)
- Bungee Jump (maximum 3)
- Camel/Elephant Riding/Trekking (non incidental)
- Cycle Touring
- Deep Sea Fishing
- Dog Sledding
- Go Karting (motorised - specific use)
- Gymnastics
- Hiking/Rambling/Trekking (between 2,001m & 4,000m altitude)
- Hockey (amateur)
- Horse Riding (up to 7 days - no polo, hunting, jumping)
- Hot Air Ballooning (non incidental)
- Hurling (amateur)
- Hydro Zorbing
- Jet Skiing (non incidental)
- Kayaking
- Martial Arts (training only)
- Mountain Biking
- Motorcycling (up to 125cc with licence appropriate to the cc, wearing a crash helmet - no racing)
- Quad Biking
- Rowing (inland/coastal waters within 12 mile)
- Rugby (amateur, competition)
- Safari (Tour Operator organised and not involving the use of firearms)
- Scuba Diving* (up to 30m as long as PADI qualified or equivalent to the depth and provided adequately supervised/not diving alone)
- Track Events
- White Water Rafting/Black Water Rafting (Grades 1 to 4)
- Work Abroad - Manual Work (ground level, no machinery)

* Scuba diving to a maximum depth of 30 metres will be covered provided that **you** hold a British Sub Aqua Club (B.S.A.C) or equivalent certificate of proficiency for the dive being undertaken or **you** are under the direct supervision of a qualified instructor, are diving with the proper equipment and not contrary to B.S.A.C codes of good practice, are not solo/cave/wreck diving, are not diving for hire or reward; are not diving within 24 hours of flying or flying within 24 hours of diving and are not suffering from any **medical condition** likely to impair **your** fitness to dive.

Activity Pack C - premium required

- Abseiling
- American Football (amateur)
- Gliding
- Ice Skating (rink only)
- Outdoor Endurance Events
- Parachuting
- Paragliding
- Running/Marathon Running
- Sand Boarding/Sand Surfing/Sand Safaris/Sand Skating

- Triathlon
- White Water Rafting/Canoeing (Grades 5 to 6)
- Yachting/Boating - Racing/Crewing (inland/coastal waters within 12 mile)

Activity Pack D - premium required

- Animal Riding (other than specified)
- BMX Cycling
- Canyoning
- Hang Gliding
- High Diving - amateur - under 5m, from a purpose built board over a man made pool (excluding cliff diving)
- Horse Jumping/Show Jumping (no Polo or Hunting)
- Ice Hockey (indoor rink)
- Kite Surfing
- Micro Lighting
- Land Yachting/Sand Yachting
- Lugging
- Motor Rallies
- Parasailing/Parascending (over land)
- Rock Climbing (under 2,000 metres)
- Rock Scrambling (under 4,000 metres)
- Sky Diving (including tandem) up to 2 jumps maximum
- Tobogganing
- Wrestling
- Work Abroad - Manual Work (including use of light machinery) bar & restaurant, waitress, waiter, chalet maids, au pair, nanny's, occasional light manual work including retail work & fruit picking but excluding the use of power tools and machinery.

Winter sports

The appropriate additional premium for **winter sports** must be paid and shown on **your** Policy Schedule.

Please refer to page 8 for the definition of **winter sports** activities which are covered.

We recommend when participating in **winter sports** that the appropriate clothing, including crash helmets, should be worn, and activities undertaken match the level of experience the **insured-person** has in that sport (e.g. if **you** are an amateur skier do not undertake a black run).

IMPORTANT NUMBERS:

Medical Emergency: +44 (0) 203 829 6745

Claims: 02392 419 879

Download for on-line claims www.pjhayman.com/claims/

Just Travel Cover: 0333 003 0021

Email: admin@justtravelcover.com

